BRUHAT BANGALORE MAHANAGARA PALIKE

REQUEST FOR PROPOSAL

DOCUMENT FOR THE

CONSULTANCY ASSIGNMENT

OF

“PROJECT MANAGEMENT CONSULTANCY SERVICES & QUALITY ASSURANCE FOR

Providing Project Management Consultancy Services for Construction of RCC Retaining wall for the SWD DH311 near NTFF circle in ward no.41 of Dasarahalli Zone .

Executive Engineer, Storm water Drain -Dasarahalli Zone
Bruhat Bangalore Mahanagara Palike
Bangalore

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Consultant will be selected under Least Cost Selection (LCS) procedure described in this RFP. The RFP includes the following Documents.
Section 1 – Letter of Invitation
Section 2 – Information to Consultants
Section 3 – Technical Proposal – Standard Forms Section 4 – Financial Proposal – Standard Forms Section 5 – terms of reference
Section 6 – Standard Form of Contract

BRUHAT BANGALORE MAHANAGARA PALIKE

No.EE/SWD/DHZ/TEND/04/2023-24

O/o The Executive Engineer
SWD,Dasarahalli Zone
BBMP 9thFloor, Shopping complex,
4thBlock Jayananagara
Bangalore–560011.
Dated:19/02/2024

INVITATION FOR SHORT TERM TENDER

(Through **KPPP Portal**)

TWO COVER SYSTEM

1. The Executive Engineer (Dasarahalli Zone -SWD) division on behalf of the Chief Commissioner, B.B.M.P, Bangalore invites Tenders for the work of providing project management consultancy services for Construction Supervision, Project Management and Quality Control Tests, Carrying out Pre and Post Levels for the work of "Construction of RCC Retaining wall for the SWD DH311 near NTFF circle in ward no.41 of DasarahalliZone from Eligible Registered / Reputed consultingfirms.
2. The Consultant will be selected under Least Cost Selection (LCS) of KC-8 standard bid document.
3. Tender documents may be downloaded from Government of Karnataka KPPP websitehttps://KPPP.karnataka.gov.inunder login ofContractors.
4. Tenders must be accompanied by earnest money deposit which will pay online through KPPPportal.
5. Tenders must be electronically submitted (on-line through internet) within the date and time published in KPPP portal. First Cover Tenders will be opened at prescribed time and date in the KPPP portal, in the presence of the Tenderers who wish to attend at the Office of The Executive engineer, Storm Water Drain Dasarahalli Zone, BBMP, 9th Floor, Shopping complex. Jayanagara 4th Block, Bangalore –560011
6. Other details can be seen in the tenderdocuments.

Consultant

Executive Engineer, SWD Dasarahalli Zone

	Sl. No	Name of the work	Project Cost for which PMC service to be provided (Rs. in Lakhs)	Approximate cost for PMC(Lakhs)	EMD (Rupees)	Project Duration
	1	Providing Project Management Consultancy Services for Construction of RCC Retaining wall for the SWD DH311 near NTFF circle in ward no.41 of Dasarahalli Zone	**500.00**	**12.19**	**30,000.0**	06 Months (including monsoon) or till completion of work

Calendar of events:

- Tender documents may be downloaded from the KPPP portal of the Government of Karnataka from20-02-2024.
- Pre-Bid Meeting is on**26-02-2024**at 16.00 hours at Office of the Chief Engineer, SWD, BBMP, 9th Floor, Shopping complex, Jayanagara 4th Block,Bangalore-560011.
- Last Date for receipt of Tenders is on **05-03-2024**up to 16.00hours.
- Date of Opening of the technical bid is on **07-03-2024**by 16.30 hours or next working day
- Opening of the Financial bid:- will be intimated to the bidders.

Note:-

A. The bids are to be submitted in the electronic tendering system only. The tender comprises two cover systems Technical Bid and Financial Bid. The bid containing details of their capability to undertake the tender and scope of service to be carried out, this will be considered.

B. Tender documents may be downloaded from Government of Karnataka KPPP Portal https://KPPP.karnataka.gov.in under login for contractors.

C. Contractor/Consultants can access tender documents on the website, fill them and submit the completed tender document into electronic tender on the website https://KPPP.karnataka.gov.in after submitting the EMD and tender processing fee in the form of e-payment. EMD of the unsuccessful bidders will be refunded only after issue of LOA of successful bidder.

D. Bidder should attach all the scanned copies of certificates pertaining to their eligibility criteria,

qualification information documents, failing which the bid will not be considered. No physical documents shall be considered. (also all scanned copies should be clearly visible and attested)

E. Any effort by the bidder to influence the client in the bid evaluation, bid comparison or contract award decision results in rejection of the bid.

F. TheBruhat Bengaluru MahanagaraPalike, Bengaluru reserves the right to accept / reject any

or all tenders without assigning any reasons.

G. Corrigendum's / modifications / corrections, if any, will be published in the website only.

Further details of the work can be obtained in the Office of the Executive Engineer, Storm Water Drain, Dasarahalli Zone, BBMP, 9th Floor, Jayanagara 4th Block, Shopping Complex, Bengaluru-560 011 Off: 080 22441076/77, 9448303753 on all working days between 10:30 hours to 17:30 hours.

GOK KPPP portal https://KPPP.karnataka.gov.infor registration and e-payment details contact KPPP Helpdesk at 080- 22441076.

-Sd/-

Executive Engineer,
SWD-Dasarahalli Zone

1. Copy Submitted to the Hon'ble Administrator, BBMP for kind information.
2. Copy Submitted to the Hon'ble Chief Commissioner, BBMP for kind information.
3. Copy Submitted to the Special Commissioner (Project) / Engineer- in- Chief, BBMP for kind information.
4. Copy submitted to the All Zonal Commissioners / Joint Commissioners, BBMP for kind information.
5. Copy submitted to Chief Engineer, SWD, BBMP for kind information.
6. Copy submitted to All Zonal Chief Engineer, BBMP for information to display in notice board.
7. Copy to C.A.O., BBMP for kind information.
8. Copy to I.T. Advisor, BBMP to publish in the BBMP Website.
9. Copy to All Executive Engineers, (SWD), BBMP for necessary action with a request to publish in their notice boards.
10. Copy to Public Relation Officer, BBMP for information and to publish in two leading National News papers in Kannada and English.
11. Office Copy.

Executive Engineer,
SWD- Dasarahalli Zone,
BBMP

1. Eligibility Criteria :

a) The interested consultancy firm should have a minimum annual turnover of Rs.100.00 Lakhs in any two financial years from the last five years. The firm should enclose the copy of the Balance sheet duly signed by the Chartered Accountant. The vouchers of service tax paid must be included along with the certificate issued by Chartered Accountant.

b) The interested consultancy firm should have completed PMC services for any project of similar nature not less than twice the Cost of the project shown in the tabular column above (Similar nature means the Consultant Should have executed Project Storm Water Drain in a single work in any of metropolitan city of not less than 100 sq kms). The Consultant should have good experience in preparation of design and structural drawing, and providing project management consultancy for Development of Storm Water Drain work in city limit.

c) The interested consultant should produce the work done certificate should be obtained duly signed from an officer not below the rank of Executive Engineer

d) Consultant should have approved own laboratory in his own name. Memorandum of understanding with another laboratory for NABL Accreditation is Accepted in Bangalore to test the construction materials as per Morth IRC and other rules n should have other survey and Measuring instruments Like Auto Level, Total Station . Etc

e) Consultants must should have an established office in Bangalore with necessary infrastructure.

f) The firm should have completed DPR & PMC (Survey, Planning , Designing and Estimates) services for similar nature work not less than cost 1000 Lakhs.

g) The firm should have own ISO certification in the field of Preparation of Detailed project report (DPR) and PMC works.

h) Latest copy of the Income Tax return for financial year 2022-23.

i) Valid GST registration certificate with latest paid challan.

j) The bidder should not be black listed or recommended by any department officials

k) Joint ventures/consortium are not allowed.

l) The Firm Should be registered in the state Government (Karnataka) organization.

m) Each bidder should furnish liquid assets and or/ availability of credit facilities of Rs 50.00Lakhs,[Credit lines/ letter of credit/ certificates from banks for meeting the fund requirement etc.

2. Essential Conditions

1) The BBMP reserves the right to accept/reject any or all tenders without assigning any reasons what so ever.
2) The Tender Accepting Authority shall have the power to accept or to reject any tender without assigning any reason thereof.
3) The Income Tax, Service Tax and any Other Taxes Applicable from time to time will be deducted and certificate will be issued in favor of the Consultants from every running bill / final bills.
4) NSIC/MSME Certificates will not be considered For EMD.
5) The rates quoted shall be inclusive of all taxes as applicable.
6) Black Listed Consultants / in Govt. / Quasi Govt. / Boards / BBMP etc., are not eligible to quote, if found such Tenders will be rejected.
7) All the participants should produce all the original documents for verification whenever necessary.
8) The work shall be carried out as per the directions of the BBMP and if necessary in coordination with BESCOM, BWSSB, Other Agencies and Engineer in charge of Work.
9) Conditional proposals will not be entertained and they are summarily rejected.
10) The Consultants should undertake to follow Labour Laws on, rules notification or any such Govt. Orders/BBMP orders which are in force or which may be come into effect at any time of execution of contract. And also he/she should abide by the Commissioner's Office order no:B12(C1)/PR/20/2014-15. Dt08-08-2014
11) The Tenderer should complete the provisions of the contract labour (Regulation and Abolition Act 1970) and the corresponding Karnataka Rules 1974.

Brief Scope of Work: The Scope of Work Includes the Following,

12) The Tender will remain valid for 180 Days from the Date of Opening of Tender.
13) The Consultant / Agency shall intimate the change, if any, in any of the addresses, in advance or maximum within one week of such change along with acknowledgement of noting down of such change in address from the bank, Income tax, Sales Tax authorities etc. Failure to do so liability lies on the Consultant / Agency what so ever.
14) The Work shall be commenced with all Men, Material Tools and Plants within 7 days from the Date of Work Order, failing to which it would be presumed that the Successful Tenderer is not interested in the Work and Action will be taken

to get the Work executed through Alternate Agency at the risk and cost of the Former Tenderer.

15) Supervision of Work on Day to Day Basis and Submission of Report to Concerned AE , AEE & EE.
16) Project Management Consultancy Preparation of Providing PERT/ CPM Chart etc.
17) Uploading Day to Day Progress and GPS Map Photographs of work to BBMP Web Site.
18) Frequency of the Quality tests of all the materials and other tests have to be conducted as per Specifications for Road and Bridge Works (5th Revision), IRC:SP:11-1984 Handbook of Quality Control for Construction of Roads and Runways, IRC:SP:47- 1998 Guidelines on Quality Systems for Road Bridges (Plain, Reinforced, Prestressed), RC:SP:57-2000 Guidelines for Quality Systems for Road Construction and Composite Concrete and SP:7-2005 National Building Code of India, SP:63 2007 Explanatory Guide for the application of Quality System Standards (IS ISO 9001, 9002 & 9003), IS: 456-2000, Plain and Reinforced Concrete-Code of Practice (Fourth Revision), IS: 800-2007, Code of Practice for General Construction in Steel: Code of Practice 3rd Revision, Indian Building Congress: Quality Manual for Civil works in Building Projects & other relevant Indian standards in his laboratory in presence of Engineer in Charge and respective Contractors.
19) Any Pre and Post Level required shall also to be carried out.
20) The Proposals shall be Inclusive of all Charges like Preparation of CPM, PERT, Etc. Charts and Copies of the same, Day to Day Reports / Observations / Photographs, Survey Sketch, Reports as-built-drawing etc. in Triplicate.
21) Preparation Structural Design and Drawing as per Soil condition at Working Site.

3. <u>Qualification information :</u>

The tender comprises two covering system of (i) Technical Bid and (ii) Financial Bid. The Technical bid containing details of their capability to undertake the tender and scope of service to be carried out, which will be opened first and financial bid, which will be opened only if the Consultant is found to be qualified to execute the tendered work. (The intending bidders shall furnish the relevant experience certificates duly signed by the competent authority not less than the rank of Executive Engineer and countersigned by SE/CE as the case maybe.)

4. Tender documents may be downloaded from Government of Karnataka KPPP website https://KPPP.karnataka.gov.in under login for Contractors. Aspiring consultants who have not registered in KPPP should register before participating through the website https://KPPP.karnataka.gov.in.
5. Consultant can access tender documents on the website, fill them and submit the completed tender document into electronic tender on the website https://KPPP.karnataka.gov.in after submitting the EMD and tender processing fee in the form of e-payment. EMD will be refunded only after acceptance of successful bidder.

Consultants should attach all the Scanned copies of certificates pertaining to their eligibility criteria, qualification information documents, failing which the bid will not be considered. No physical documents shall be considered.

6. For those Tenderers whose Technical Bids do not satisfy the Eligibility Criteria as mentioned above, their Financial Bids will not be opened.
7. Latest income tax paid certificate (Challan) from the income tax department.
8. Any effort by the consultant to influence the client in the bid evaluation, bid comparison or contract award decision results in rejection of the consultants bid.
9. A successful tenderer will have to execute an agreement with Executive Engineer, (Dasarahalli Zone-SWD) Division, BBMP within 7 days upon receipt of intimation. The work shall be commenced with all earnestness within seven days from the date of issue of work order, failing which it would be presumed that he is not interested in the work and action will be taken to cancel the tender at the risk and cost of agency.
10. BBMP reserves the right to accept / reject any or all tenders without assigning any reasons.
11. Corrigendum's / modifications / corrections, if any, will be published in the website only.
12. Further Details of the Work can be obtained from the Executive engineer, SWD Dasarahalli Zone division, BBMP. 9th Floor, Shopping complex. Jayanagara 4th Block, Bangalore-560011.
13. GOK KPPP portal https://KPPP.karnataka.gov.in for registration and e-payment details contact e-Procurement Helpdesk at 080 – 25501227/25501216.

-Sd/-
Executive
Engineer Storm
Water Drain
Dasarahalli Zone BBMP

Copy Submitted to:

1. Honorable Administrator, BBMP for kind information.
2. The chief Commissioner, BBMP for kind information
3. Special Commissioner (Projects), BBMP for kind information.
4. Joint commissioner (Dasarahalli Zone) BBMP for kind information.
5. Engineer-in-chief, BBMP for kind information.
6. Chief Engineer (Major roads / Projects Central/Lakes/SWM/ East / West / South / R.R Nagar / D.Halli / R R Nagar / B halli / Mahadevapura / for kind information.
7. CAO/ Chief Auditor for kind information.
8. I.T Advisor with a request to publish in the BBMP website.
9. All Executive Engineers with request to publish the same in the display / notice boards.
10. Public Relation Officer, BBMP with a request to take need full action to publish the same in any two leading daily news papers (in Kannada and English).
11. Accounts Superintendent / Cashier, SWD for information.

Executive Engineer
Storm Water Drain
Dasarahalli Zone BBMP

SECTION 2

INFORMATION TO CONSULTANTS

1. Introduction

The Employer named in the "Data Sheet" shall select a Firm among those who will submit the Proposals (Technical Proposal and Financial Proposal) for the Assignment mentioned in the Data Sheet, in accordance with the Method of Selection indicated in the Data Sheet.

The Consultants are invited to submit a Technical Proposal and a Financial Proposal, as specified in the Data Sheet for Consulting Services required for the Assignment named in the Data Sheet. The Proposal shall be the basis for Contract Negotiations and ultimately for a Signed Contract with the selected
Consultant.

The Assignment shall be implemented in accordance with the phasing indicated in the Data Sheet. When the Assignment includes several phases, the Performance of the Consultant under each Phase shall be to the Employer's Satisfaction before Work begins for the next phase.

The Consultants must familiarize themselves with local conditions and take those conditions into account in preparing their Proposals. To obtain first hand information on the Assignment and on the Local Conditions, Consultants are encouraged to pay a visit to the Employer before submitting a proposal and to attend a Pre Proposal Conference if one is specified in the Data Sheet. Attending the Pre Proposal Conference is optional. The Consultants' Representatives shall contact the Officials named in the Data Sheet to arrange for their visit or to obtain Additional Information on the Pre Proposal Conference. Consultants shall ensure that these Officials are advised of the visit in adequate time to allow them to make appropriate arrangements.

The Employer shall provide the Inputs specified in the Data Sheet, assist the Firm in obtaining Licenses and Permits needed to carry out the Services and make available relevant Project Data and Reports.

Please note that (i) the Costs of Preparing the Proposal and of Negotiating the Contract, including a visit to the Employer, are not reimbursable as a Direct Cost of the Assignment; and (ii) the Employer is not bound to accept any of the Proposals submitted.

The Executive Engineer, Storm Water Drain -Dasarahalli Zone, BBMP expects the Consultant to provide Professional, Objective and Impartial Advice and at all time hold the Employer's interests paramount, without any consideration for future work, and strictly avoid conflicts with other Assignments or his own Corporate Interests. The Consultant shall not be hired for any Assignment that would be in conflict with his prior or current Obligations to other Employers, or that may place him in a position of not being able to carry out the assignment in the best interest of the Employer.

Without limitation on the generality of this rule, the Consultant shall not be hired under the circumstances set forth below.

a. A Firm which has been engaged by the Employer to provide goods or works for a project, and any of its affiliates, shall be disqualified from providing Consulting Services for the same project. Conversely, Firm hired to provide consulting services for the preparation or implementation of a project, and any of his affiliates, shall be disqualified from subsequently providing goods or works or services related to the initial assignment (other than a continuation of the firm's earlier consulting services) for the same project.

b. Consultants or any of their affiliates shall not be hired for any assignment which, by its nature, may be in conflict with another assignment of the Consultants.

As pointed out in Para 1.7.1 (a) above, the Consultant may be hired for downstream work, when continuity is essential, in which case this possibility shall be indicated in the Data Sheet and the Factors used for the Selection of the Consultant shall take the likelihood of continuation into account. It shall be the exclusive decision of the Employer whether or not to have the extended assignment carried out, and if it is carried out, which Consultant shall be hired for the purpose.

It is BBMP's Policy to require that Consultants observe the highest standard of ethics during the execution of such Contracts. In pursuance of this Policy, the BBMP

a. Defines, for the Purposes of this Provision, the Terms set forth below as follows.
   i. “Corrupt Practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution a
   ii. Fraudulent Practice” means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of BBMP and includes collusive practices among Consultants (Prior to or after submission of proposals) designed to establish prices at artificial, non competitive levels and to deprive BBMP of the benefits of free and open competition.

b. will reject a Proposal for Award if it determines that the Firm recommended for Award has engaged in Corrupt or Fraudulent Activities in competing for the Contract in question;
c. will declare a Firm ineligible, either indefinitely or for a stated period of time, to be awarded GOK Financed Contract if it at any time determines that the Firm has engaged in Corrupt or Fraudulent Practices in competing for, or in executing, a GOK Financed Contract and
d. will have the right to inspect Consultant’s Accounts and Records relating to the Performance of the Contract and to have them audited by auditors appointed by GOK.

The Consultant shall not be under a Declaration of Ineligibility for Corrupt and Fraudulent Practices issued by GOK in accordance with the above sub para 1.8 (d).
The Consultant shall be aware of the Provisions on Fraud and Corruption stated in the Standard Contract under the Clauses indicated in the Data Sheet.

2. Clarification and Amendment of RFP Documents

The Consultant may request a Clarification of any Item of the RFP Document upto the number of days indicated in the Data Sheet before the Proposal Submission Date. Any request for clarification must be sent through KPPP Website. Employer’s Response will be displayed in the KPPP Website including a Description of the Query but without identifying its Source.
At any time before the Submission of Proposals, the Employer may, for any reason, whether at its own initiative or in response to a Clarification requested by a Prospective Firm, modify the RFP Document by Amendment. Any Amendment shall be issued in writing through Addenda. Addenda shall be displayed in the KPPP Website. The Employer may at its own discretion extend the Deadline for the Submission of Proposal.

3. Preparation of Proposal

The Consultants are requested to submit their Proposals (sub para 1.2) written in the Language(s) specified in the Data Sheet.

Technical Proposal

While preparing the Technical Proposal, the Consultants are expected to examine the Documents comprising this RFP in detail. Material Deficiencies in providing the Information requested may result in rejection of a Proposal.
While preparing the Technical Proposal, the Consultants shall give particular attention to the following.

i. Deleted.
ii. For Assignments on a Staff – Time Basis, the estimated number of Key Professional Staff – Months is given in the Data Sheet. The Proposal shall, however, be based on the Number of Key Professional Staff – Months estimated by the Firm.
iii. It is desirable that the Majority of the Key Professional Staff proposed be Permanent Employees of the Firm or has an extended and stable working relation with it.
iv. Proposed Key Professional Staff shall at a minimum have the Experience indicated in the Data Sheet.
v. Alternative Key Professional Staff shall not be proposed, and only one Curriculum Vita (CV) may be submitted for each position.
vi. Reports to be furnished by the Consultants as part of this Assignment must be in the Language(s) specified in the Data Sheet. It is desirable that the Firm’s Personnel have a

Working Knowledge of the Employer's Official Language.

The Technical Proposal shall provide the following information using the attached Standard Forms (**Section 3**).

i. A Brief Description of the Consultant's Organization and an Outline of the Recent Experience on Assignments (**Section 3B**) of a similar nature. For each Assignment, the outline shall indicate, inter alia, the Profiles and Names of the Staff provided, Duration of the Assignment, Contract Amount and Firm's Involvement.
ii. Any Comments or Suggestions on the Terms of Reference and on the Data, a List of Services and Facilities to be provided by the Employer (**Section 3C**).
A Description of the Methodology and Work Plan for Performing the Assignment (**Section 3D**).
iii. The List of the proposed Staff Team, the Tasks that would be assigned to each Staff Team Member, and their Timing (**Section 3E**).
iv. CVs recently signed by the proposed Key Professional Staffs and the Authorized Representative submitting the Proposal (**Section 3F**). Key Information shall include number of years working for the Firm / Entity, and Degree of Responsibility held in various Assignments during the last ten years.
v. Estimates of the Total Staff Effort (Professional and Support Staff, Staff Time) shall be provided to carry out the Assignment, supported by Bar Chart Diagrams showing the time proposed for each Key Professional Staff Team Member (**Sections 3E and 3G**).
vi. A Detailed Description of the Proposed Methodology, Staffing, Monitoring, Training, if the Data Sheet specifies Training as a Major Component of the Assignment.
vii. Any Additional Information requested in the Data Sheet.

The Technical Proposal shall not include any Financial Information.

Financial Proposal

In preparing the Financial Proposal, the Consultants are expected to take into account the Requirements and Conditions of the RFP Document. The Financial Proposal shall follow Standard Forms (**Section 4**). It shall list all Costs associated with the Assignment, including (a) Remuneration for Staff and (b) Reimbursable such as Subsistence (per diem, housing), Transportation (national and local, for Mobilization and Demobilization), Services and Equipment (Vehicles, Office Equipment, Furniture and Supplies), Office Rent, Insurance, Printing of Documents, Surveys, and Training, if it is a Major Component of the Assignment. If appropriate, these Costs shall be broken down Activity wise.

The Consultants shall express the Price of their Services in Indian Rupees.(Including tax)

The Data Sheet indicates how long the Proposals must remain valid after the Submission Date. During this period, the Consultant is expected to keep available the Key Professional Staff proposed for the Assignment. The Employer shall make its best effort to complete Negotiations within this period. If the Employer wishes to extend the Validity Period of the Proposals, the Consultants who do not agree have the right not to extend the Validity of their Proposals.

4. Submission, Receipt and Opening of Proposals

The Electronic Tendering System for the Assignment comprises of two Stages (i) Technical Proposal and
(ii) Financial Proposal. The Proposals must be electronically submitted (online through Internet) within the Date and Time published in KPPP Portal in two Stages.

The Proposals shall contain no Alterations or Additions, except those to comply with Instructions issued by the Employer that are duly incorporated.

Each Page uploaded pertaining to the Consultant's Eligibility Criteria, Essential Conditional Criteria, Financial Criteria Documents, etc. shall be duly signed and sealed by the Consultant or a Person or Persons duly authorized to sign on behalf of the Consultant. Such Authorization shall be indicated
by a Written Power – of – Attorney accompanying the Proposal. The Corrections, if any, shall be made by striking of and shall be initialed with date.

No Physical Documents shall be considered. All the Participants shall produce all the Original Documents for Verification whenever necessary.

Any Consultancy Firm / Company trying to submit the Proposal after Deadline will not be accepted

in the KPPP.

Financial Proposals will not be opened until Technical Evaluation has been completed and the Result approved and notified to all Consultants.

Earnest Money Deposit

The Consultant shall furnish, as part of his Proposal, Earnest Money Deposit (EMD) in the amount as specified in the KPPP Portal along with the Technical Proposal using any of the following modes.

Credit Card.
Direct Debit.
National Electronic Fund Transfer (NEFT). Over the Counter (OTC).

EMD Amount shall be submitted by the Consultants taking into account of the following Conditions.

a. EMD will be accepted only in the form of Electronic Cash (and not through Demand Draft or Bank Guarantee) and will be maintained in the Government's Central Pooling Account at ICICI Bank until the Work is awarded.
b. The Consultant's Proposal will be evaluated only on Confirmation of Receipt of the Payment of EMD as indicated in Sub Clauses 4.7.1, 4.7.2 a.

Any Proposal not accompanied by an acceptable EMD as indicated in Sub Clause 4.7.1 and 4.7.2 above shall be rejected by the Employer as Non Responsive.

The Earnest Money Deposit of the Unsuccessful Consultants will be returned within 45 days of the end of the Proposal Validity Period as specified in the Data Sheet.

The Earnest Money Deposit of the Successful Consultant will be discharged only when the Consultant has signed the Agreement and furnished the required Performance Security.

The Earnest Money Deposit may be forfeited

a. If the Consultant withdraws the Proposal after Proposal Opening during the Period of Proposal Validity;
b. If the Consultant does not accept the Correction of the Price, pursuant to Clause 5.6; or
c. In the case of a successful Consultant, if the Consultant fails within the specified time limit to
i. Sign the Agreement; or
ii. Furnish the required Performance Security.

The Last Date and Time including Hours, Minutes and Seconds for Submission of the Proposal will be mentioned in the Portal. The Proposal will disappear automatically immediately after the Time of Submission is elapsed.

Consultant may modify Contents of their Technical Proposal or Financial Proposal before the Deadline for Proposal Submission mentioned in the Portal.

Consultant may withdraw their Proposals by canceling his Proposal on the Portal only before the Deadline for Proposal Submission mentioned in the Portal.

No Proposal may be modified and withdrawn after the Deadline for Submission of Proposal.

5. Proposal Evaluation General

From the time the Proposals are opened to the time the Contract is awarded, if any Consultant wishes to contact the Employer on any matter related to its Proposal, it shall do so in writing at the Address indicated in the Data Sheet. Any effort by the Firm to influence the Employer in the Employer's Proposal Evaluation, Proposal Comparison or Contract Award Decisions may result in the Rejection of the Consultant's proposal.

Evaluators of Technical Proposal shall have no access to the Financial Proposal until the Technical Evaluation, including its Approval by the Competent Authority is obtained.

Evaluation of Technical Proposals

The Evaluation Committee appointed by the Employer as a whole and each of its Members

individually evaluates the Proposals on the Basis of their Responsiveness to the Terms of Reference, applying the Evaluation Criteria, Sub Criteria (typically not more than three per criteria) and Point System specified in the Data Sheet. Each Responsive Proposal shall be given a Technical Score (TS). A Proposal shall be rejected at this stage if it does not respond to Important Aspects of the Terms of Reference or if it fails to achieve the minimum Technical Score indicated in the Data Sheet.

The Technical Proposals of only the Consultants satisfying the following Qualification Criteria will be evaluated.

a. The Consultancy Firm / Company should have been involved in the Civil Engineering Consultancy Services for minimum 3 years. In support of this, the Consultant shall furnish Establishment Certificate and Service Tax Registration Certificate for the Consultancy Field along with the Technical Proposal.

b. Consultant Should have executed or completed successfully any one Project Management Consultancy Service including Proof Checking of Designs and Drawings, Construction Management, Quality Assurance in Storm Water Drain in a single work in any of city of India **not less than 100 sq kms** & Project Cost should not be less than **Rs. 1000.00 Lakh** in any of the Financial Year (from 2018 – 19 to 2022– 23) for Central Government / State Government / Urban Local Body In support of this, the Consultant shall furnish a Certificate duly certified by the Competent Authority of Rank not below the Executive Engineer & counter sign by SE/CE along with the Technical Proposal. Further, the Value of the Completed Works shall be given a Weightage of 10% per year to bring them to the Price Level of 2020–21.

c. **Consultant should have own laboratory in his own name.** Memorandum of understanding with other consultancy are accepted.

Public Opening and Evaluation of Financial Proposals, Ranking

After the Evaluation of all the Technical Proposals are completed, the Employer shall display in the KPPP Website the Name of those Consultants whose Proposals did not meet the minimum Qualifying Mark or were considered Non Responsive to the RFP and Terms of Reference, indicating that their Financial Proposals shall not be opened. The Employer shall simultaneously display in the KPPP Website the Names of the Consultants that have secured the minimum Qualifying Mark.

The Financial Proposal shall be opened publicly in the presence of the Consultants' Representatives who choose to attend. The Name of the Consultant, the Technical Scores and the proposed Prices shall be read aloud and recorded when the Financial Proposals are opened. The Employer shall prepare Minutes of the Public Opening.

The Evaluation Committee shall determine whether the Financial Proposals are complete, (i.e. whether they have costed all Items of the corresponding Technical Proposals, if not, the Employer will cost them and add their cost to the initial price), correct any Computational Errors.

The Employer shall select the Lowest Proposal ('evaluated' price) among those that have passed the Minimum Technical Score. The selected Consultant shall be invited for Negotiations.

6. Negotiations

Negotiations shall be held at the Address indicated in the Data Sheet. The Aim is to reach an Agreement on all Points and sign a Contract.

Negotiations shall include a Discussion of the Technical Proposal, the Proposed Methodology (Work Plan), Staffing and any Suggestions made by the Firm to improve the Terms of Reference. The Employer and Consultant shall then work out Final Term of Reference, Staffing and Bar Charts indicating Activities, Staff, Periods in the Field and in the Home Office, Staff Months, Logistics, and Reporting. The Agreed Work Plan and Final Terms of Reference shall then be incorporated in the "Description of Services" and form part of the Contract. Special Attention shall be paid to get the most the Consultant can offer within the available budget and to clearly defining the Inputs required from the Employer to ensure satisfactory implementation of the Assignment.

Unless there are Exceptional Reasons, the Financial Negotiations shall involve neither the Remuneration Rates for Staff (no Breakdown of Fee) nor other Proposed Unit Rates.

Having selected the Consultant on the basis of, among other things, an Evaluation of Proposed Key Professional Staff, the Employer expects to negotiate a Contract on the basis of the Experts named in the Proposal. Before Contract Negotiations, the Employer shall require Assurances that the Experts shall be actually available. The Employer shall not consider Substitutions during Contract Negotiations unless both Parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the Objectives of the Assignment. If this is not the case and if it is established that Key Staff offered in the Proposal was without confirming their availability, the Consultant may be disqualified.

The Negotiation shall conclude with a Review of the Draft Form of the Contract. To complete Negotiation, the Employer and the Consultant shall initial the Agreed Contract. If Negotiations fail and if it is concluded that a Contract with Reasonable Terms cannot be concluded with this Consultant, the Employer shall invite the Firm who has quoted the Second Lowest Price for Negotiations. The Process shall be repeated till an Agreed Contract is concluded.

7. Award of Contract

The Contract shall be awarded following Negotiations. After Negotiations are completed, the Employer shall promptly notify other Consultants on the shortlist that they were unsuccessful and return the Financial Proposals of those Consultants who did not pass the Technical Evaluation (sub para 5.3).

The Consultant is expected to commence the Assignment on the Date and at the Location specified in the Data Sheet.

8. Confidentiality

Information related to Evaluation of Proposals and Recommendations concerning Awards shall not be disclosed to the Consultants who submitted the Proposals or to other Persons not officially concerned with the Process, until the successful Consultant has been notified that it has been awarded the Contract.

9. Performance Security

Within 7 days of Receipt of the Letter of Acceptance, the Successful Consultant shall deliver to the Employer a Security Deposit in any of the forms given below for an Amount equivalent to 5% of the Contract Price.

- Banker’s Cheque / Demand Draft / Pay Order in favour of “The Commissioner”, Bruhat Bangalore Mahanagara Palike, Bangalore payable at Bangalore or
- A Bank Guarantee in the Form given in Appendix F.
- Fixed Deposit Receipt (FDR) pledged in the name of “The Commissioner”, or “Executive Engineer Kengeri Division” Bruhat Bangalore Mahanagara Palike, Bangalore.

If the Security Deposit is provided by the Successful Tenderer in the form of a Bank Guarantee, it shall be issued either by a Nationalized / Scheduled Bank.

The Security Deposit if furnished in Demand Draft can, if requested, be converted to Interest Bearing Securities at the Cost of the Consultant.

Failure of the Successful Consultant to comply with the Requirements of Sub Clause 9.1 shall constitute Sufficient Grounds for Cancellation of the Award and Forfeiture of the Earnest Money Deposit.

10. Conflict of Interest

Conflict of Interest for a Consultant is defined as

The Team Members of the Consultant should not have been employed (as an Employee) by any City or State Level Government Agency during the last 5 years preceding this Contract in Karnataka.

Any Consultant black listed or debarred by the Government of India / any State government / any other Organisations would not be eligible for Appointment as Consultant.

DATA SHEET

INFORMATION TO CONSULTANTS

Clause Reference

The Name of the Employer: **The Commissioner**
Bruhat Bangalore
Mahanagara Palike Bangalore

represented by **Executive engineer, Storm Water Drain**
Dasarahalli Zone 9th Floor,
Jayanagara Shopping Complex Bangalore – 560011

The Method of Selection: **Least Cost Service (LCS)**.

A Technical Proposal and a Financial Proposal are requested: **Yes**.

The Name, Objectives and Description of the Assignment are: **"Project Management Consultancy services & Quality assurance for the works as mentioned below "**

The Assignment is phased: **No**.

A Pre Proposal Conference will be held: **Yes**.
It will be held at the **O/o Executive engineer, SWD, Dasarahalli Zone Division. BBMP, 9th Floor , Jayanagara Shopping Complex, Bangalore – 560011**.

The Name (s), Address (es) and Telephone No. (s) of the Employer's Official (s) are:

Executive engineer, SWD Dasarahalli Zone Division. BBMP, 9th Floor Jayanagara Shopping Complex 4th Block Jayanagara Bangalore – 560011

Phone: 9036888707 EE STORM WATER DRAIN

The Employer shall provide the details of the **STORM WATER DRAIN (S) PMC** which consists of the following work:

1.7.2 The Employer envisages the need for continuity for any Downstream Work: **No**.

1.10 The Clauses on Fraud and Corruption in the Contract are **Sub Clause 2.7.1 of General Conditions of Contract**.

2.1 Clarifications may be requested upto **three days before the Proposal Submission Date through KPPP Website only**.

Proposals should be submitted in the following Language(s):
English. 3.3

i. Other Key Professionals

Senior Highway / Bridge Engineer: This position requires a graduate in Civil Engineering with minimum of 10 years experience. He should have handled in the last 5 years as Senior Highway / Bridge Engineer at least two major highway / Similar road projects.

Senior Material / Quality Control Engineer: This position requires a graduate in Civil Engineering with minimum of 10 years experience. He must have at least handled two major Highway/ Similar road Projects as Quality Control / Material Engineer in last 5 years.

Other professional support staff: Must have minimum 10 years experience and shall have handled at least 1 major highway / similar road work.

ii. Shortlisted consultant may associate with other shortlisted consultant: **NO**

iii. The Estimated Number of Key Professional Staff Months required for the Assignment: **to be furnished by Consultant based on the Scope of Work**.

iv. The Minimum Required Experience of the Proposed Key Professional Staff:

1). Team Leader cum Planning Engineer: A Senior Engineer who shall be graduate in Civil Engineering with minimum experience of 10 years in handling consultancy services and he should have handled as Team Leader at least two similar consultancy services in last 5 years. Certificates to be enclosed.
2). Site Engineer: A graduate/diploma in civil discipline with minimum of 3 years experience. He should have handled at least two similar works in the last 3 years as site engineer. Certificates to be enclosed.
3). Quality Control Engineer: A graduate/diploma in Civil Engineering with minimum of 5 years experience. He must have at least handled Similar Projects as Quality Control / Material Engineer in last 3 years. Certificates to be enclosed.

v. Reports which are part of the Assignment must be written in: **English**.

vii. Training is an important Feature of this Assignment: **No**.

viii. Additional Information in the Technical Proposal includes: **Nil**.

Proposals must remain valid **180** Days after the Proposal Submission Date.

5.1 The Address to send Information to the Employer: **Executive engineer, SWD, Dasarahalli Zone Division. BBMP, 9th Floor , Jayanagara Shopping Complex, Bangalore – 560011**.

1. Eligibility criteria of Consultant for Bidding:

The Consultant should be a legal entity under The Indian Companies Act and joint ventures/consortium or associations are not allowed.
The company should have the following threshold qualifications to be eligible for bidding and issuance of Bid Documents:

Financial:

I. Minimum annual turnover of Rs.100.00 Lakhs in each of the two financial years in the preceding 5 years (2018-19 , 2019-20, 2020-21,2021-22 & 2022-23)
II. Should be a profit making company

Technical:

I. Consultant Should have executed or completed successfully any one Project Management Consultancy Service including Proof Checking of Designs and Drawings, Construction Management, Quality Assurance in Storm Water Drain in a single work in any of city of India **not less than 100 sq kms** & Project Cost should not be less than **Rs. 1000.00 Lakh** in any of the Financial Year (from 2018-19 to 2022 – 23)

II. The consultant should have experience In Minimum of Three Storm Water Drain PMC projects under ULB for Project costing minimum Rs. 5.00 Crores

III. **Consultant should have approved own laboratory in his own name.** Memorandum of understanding with another laboratory for **NABL Accredition** is Accepted.

Note: Necessary notarized certificates towards the above experience shall be uploaded along with the other tender documents

2. Table 1

Technical Evaluation (1st Stage – Technical Evaluation of the Proposal)

S. No.	Particulars	Marks
I	Experience of consultant	
a)	Consultant Should have executed or completed successfully any one Project Management Consultancy Service including Proof Checking of Designs and Drawings, Construction Management, Quality Assurance in **Storm Water Drain** in a single work in any of city of India **not less than 100 sq kms** & Project Cost should not be less than **Rs. 1000.00 Lakh** in any of the Financial Year (from 2018 – 19 to 2022 – 23)	20
b)	**Consultant should have approved own laboratory in his own name.** Memorandum of understanding with another laboratory for **NABL Accreditation** is Accepted in Bangalore ..... to test the construction materials as per Morth IRC and other rules and should have own survey and Measuring instruments Like Auto Level, Total Station . Etc	10
c)	The consultant should have experience In Minimum of Three Similar (Storm Water Drain) PMC projects under ULB for Project costing minimum Rs. 5.00 Crores	15
d)	The Firm Should be registered in any of the Government organization in current Period in PMC/ 3rd party inspection.	5
	Sub Total	**50**
II	Understanding of approach and methodology	
a)	methodology	5
b)	Organizational set up, defining roles for Partners, Associates, Sub-Consultants and key personnel	3
c)	Organization chart and Manning Schedule	2
	Sub Total	**10**

S. No.	Particulars	Marks
III)	Qualification and competence of key Personal Staff	30
IV)	Suitability of Transfer of Knowledge program (Training) 1) Based on Training Program organized by consultant firm 2) Based on Training programs attended by key professionals of firm 3) Based on Association of firm with leading professional association (Registered with civil engineering association)	10
	Sub Total	**40**
	GRAND TOTAL	**100**

III). Key Expert/ Person's Qualification and Experience:

The key expert/ person's qualifications and competence shall be assessed as given in **sub Table 1** and weight age for the key personnel shall be as given in **sub Table 2**.

Sub Table 1- EVALUATION OF KEY PERSONNEL QUALIFICATIONS

a) General Qualifications	
• Professional Qualifications	5
• Length of Experience and Positions held	5
Sub Total	**10**

b) Adequacy for the project	
• Adequacy for the project experience (e.g. duration of relevant experience, Water Supply, Sanitation, Storm Water, managerial skills, preparation of DPR)	25
c) Experience in Region and Language	5
Grand Total	**40**

Sub Table 2 – Weight age of Points for Qualification and Experience of Key Personnel likely to be deployed

S.No.	Key Personnel/ Experts	Nos
1	Team Leaders having 10 year experience	1 nos
2	Quality control Engineer having 05 year experience	1 nos
3	Structural Engineer (M tech) having 10 year experience	1 nos
4	Quantity Surveyor having 3 year experience	1 nos
5	Geotechnical Engineering Expert having 3 year experience	1 nos
6	Site Engineers having 3 year experience	3 nos
7	Surveyor having 2 year experience	1 nos
8	Auto cad Draftsman	1 nos

The Hurdle Criteria in Technical Proposal:

Financial Soundness: The consultant shall have no losses in terms of `**Profit before Tax'** during the past five years i.e. 2018-19 to 2022-23.

Joint venture of the consultants shall not be allowed.

The Consultant should have interdisciplinary expertise as per section 2 of this document covering inter alia the following:

- Costing
- Experience in preparation of DPR/PMC works including approvals etc.

The consultant must achieve a minimum of 75% (Seventy Five) points in each of the items **(I), (II)** and **(III)** in Table-1 and 75% overall (average) in the Technical Proposal.

3. Consultant's Organizational Set Up:

It is mandatory that the consultants provide adequate numbers of key personnel as given above and in TOR.

4. The BBMP reserves the right to effect minor changes in the sub criteria depending on nature and scope of each sub-project.

The Address for Negotiations is: **Executive engineer, SWD, Dasarahalli Zone. BBMP, 9th Floor , Jayanagara Shopping Complex, Bangalore – 560011**

The Assignment is expected to commence immediately

Sincerely,

Consultant

Executive Engineer, SWD Dasarahalli Zone BBMP

Executive Engineer,
Storm Water Drain Dasarahalli Zone
BBMP., Bangalore

SECTION 3

TECHNICAL PROPOSAL – STANDARD FORMS

3A. Technical Proposal Submission

Form. 3B. Consultant's References.

3C. Comments and Suggestions on the Terms of Reference and on Data, Services and Facilities to be provided by the Employer.

3D. Description of the Methodology and Work Plan for Performing the

Assignment. 3E. Team Composition and Task Assignments.

3F. Format of Curriculum Vitae of Proposed Key Professional

Staff. 3G. Time Schedule for Professional Personnel.

3H.Activity (Work) Schedule.

3A. TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date]

From: (Name of Consultant)
_____
_____
_____

To: (Name and Address of Employer)
_____
_____
_____

Dear Sir

Subject Providing Consultancy Services for Construction supervision, project management, Services including Proof Checking, Construction Supervision and Quality Control, preparation of bills photos before after and middle, supervision of transportation of Earth to the designated place and other works as instructed by the Concerned Engineers for the work of

Sl. No	Name of the Work	Project Cost (in Lakhs)
01	Providing Project Management Consultancy Services for Construction of RCC Retaining wall for the SWD DH311 near NTFF circle in ward no.41 of Dasarahalli Zone	**500.00**

We, the undersigned, offer to provide the Consulting Services for the above Work in accordance with your Request for Proposal dated [*Date*], and our Proposal. We are hereby submitting our Proposals, which include this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

If negotiations are held during the Period of Validity of the Proposal, i.e., before [Date] we undertake to negotiate on the basis of the Proposed Staff. Our Proposal is binding upon us and subject to the Modifications resulting from Contract Negotiations.

We understand you are not bound to accept any Proposal you receive. Yours sincerely

Authorized Signature:
Name and Title of Signatory: Name of Consultant: Address:

3B. CONSULTANT'S REFERENCES

Relevant Services carried out in the Last Five Years that best illustrate Qualifications

Using the Format below, provide Information on each Reference Assignment for which your Firm / Entity, either individually as a Corporate Entity or as one of the Major Companies within an Association, was legally contracted.

<table>
<tr><td colspan="2">Assignment Name:</td><td>Country:</td></tr>
<tr><td colspan="2">Location within Country:</td><td>Key Professional Staff provided by Your Firm / Entity (profiles):</td></tr>
<tr><td colspan="2">Name of Employer:</td><td>No. of Staff:</td></tr>
<tr><td colspan="2">Address:</td><td>No. of Staff Months, Duration of Assignment:</td></tr>
<tr><td>Start Date (Month / Year):</td><td>Completion Date (Month / Year):</td><td>Approx. Value of Services (Rs.):</td></tr>
<tr><td colspan="2">Name of Associated Consultants, if any:</td><td>No. of Months of Key Professional Staffs provided by Associated Consultants:</td></tr>
<tr><td colspan="3">Name of Senior Staff (Project Director / Coordinator, Team Leader) involved and Functions performed:</td></tr>
<tr><td colspan="3">Narrative Description of Project:</td></tr>
<tr><td colspan="3">Description of Actual Services Provided by Your Staff:</td></tr>
</table>

Consultant's Name: _____

3C. COMMENTS AND SUGGESTIONS OF CONSULTANTS ON THE TERMS OF REFERENCE AND ON DATA, SERVICES, AND FACILITIES TO BE PROVIDED BY THE EMPLOYER

On the Terms of Reference 1.

2.

3.

4.

5.

On the Data, Services and Facilities to be provided by the Employer 1.

2.

3.

4.

5.

Consultant's Name: _____

Consultant Executive Engineer, SWD Dasarahalli BBMP

Consultant's Name: _____

3E. TEAM COMPOSITION AND TASK ASSIGNMENTS

1. Technical / Managerial Staff

Sl. No.	Name	Position	Task
1. 2. 3. 4.			

2. Support Staff

Sl. No.	Name	Position	Task
1. 2. 3. 4.			

Consultant's Name: _____

3F. FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED KEY PROFESSIONAL STAFF

Proposed Position: .....
Name of the Consultant: .....
Name of Staff: .....
Profession: .....
Date of Birth: .....
Years with Firm / Entity: ..... Nationality: .....
Membership in Professional Societies: .....
Detailed Tasks Assigned: .....

Key Qualifications:
[Give an Outline of Staff Member's Experience and Training most pertinent to Tasks on Assignment. Describe Degree of Responsibility held by Staff Member on Relevant Previous Assignments and give Dates and Locations. Use about half a page.]

Education:
[Summarize College / University and other Specialized Education of Staff member giving names of Schools, Dates attended, and Degrees obtained. Use about one quarter of a page.]

Employment Record:
[Starting with Present Position, list in reverse order every employment held. List all Positions held by Staff Member since Graduation, giving Dates, Names of Employing Organizations, Titles of Positions held, and Locations of Assignments. For experience in last five years, also give Types of Activities performed and Employer References, where appropriate. Use about two pages.]

Languages:
[For each Language indicate Proficiency: Excellent, Good, Fair, or Poor, in Speaking, Reading and Writing.]

Certification:
I, the undersigned, certify that to the best of my knowledge and belief, these Data correctly describe me, my qualifications, and my experience.

_____
[Signature of Staff Member and Authorized Representative of the Consultant]

Date: Day / Month / Year

Full Name of Staff Member: .....

Full Name of Authorized Representative: .....

Consultant's Name: _____

3G. TIME SCHEDULE FOR PROFFESSIONAL PERSONNEL

Sl. No.	Name	Position	Reports Due/ Activities	Months (in the form of a Bar Chart)*												
				1	2	3	4	5	6	7	8	9	10	11	12	Number of Months
1.																Sub total (1)
2.																Sub total (2)
3.																Sub total (3)
4.																Sub total (4)

Full time: _____ Part time: _____
Reports Due:_____
Activities Duration: _____

Signature: _____
(Authorized Representative)
Full Name _____
Title:_____
Address:

* The Schedule should be for the Period of Completion of Assignment

Consultant Executive Engineer, Dasarahalli Zone

3H. ACTIVITY (WORKS) SCHEDULE

A. **Field Investigation and Study Items**:

		Month wise Program (in form of Bar Chart)++ **[*1st, 2nd, etc. are from the Start of Assignment*]**											
Sl. No.	Item of Activity (Work)	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	11th	12th
	.....												
	.....												
	.....												
	.....												
	.....												

++ The Program should be Period of Completion of Assignment.

B. Completion and Submission of Reports

Reports*	Programme: (Date)
1. Inception Report	
2. Interim Progress Report • Fortnight Report • Monthly Report	
3. Draft Report	
4. Final Completion Report	

***Modify as required for the Assignment**

Consultant Executive Engineer, Dasarahalli Zone

SECTION 4

FINANCIAL PROPOSAL – STANDARD FORMS

4A. Financial Proposal Submission Form

4B. Summary of Costs

4C. Breakdown of Costs

4A. FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

From: (Name of Consultant) To: (Name and Address of Employer)

_____

4B. SUMMARY OF COSTS

Sl. No.	Description@	Amount (Rupees)
1.	Remuneration for Key Professional Staff	
2.	Remuneration for Supporting Staff	
3.	Transportation of materials Cube to lab charges	
4.	Duty Travel to Site.	
5.	Office Rent	
6.	Office Supplies, Utilities and Communication	
7.	Office Furniture and Equipment	
8.	Reports, Bills, and Document Printing	
9.	Surveys	
10.	QC Lab Testing/Test Reports charges	
	Total Cost	
	Service Tax (GST) as applicable %	
	Total Cost (Including Service Tax (GST))	

Note: 1. The Ceiling Cost of the Consultancy is as shown in the Summary of Costs. Payments will be made as per Stipulations of the Special Conditions of Contract. The Break up of Cost as given in Format 4C is to facilitate Assessment of Reasonableness of Costs and conducting Negotiations in accordance with Clause 6 of the Information to Consultants.

2. The Lump sum bid must be for the entire period of construction contract

3. if consultant does not quoted for Service tax only quotes for items its understand that it has been included service tax…..
Total amount quoted through is including service tax

The total amount Quoted through e procurement is inclusive of all taxes as applicable (like Service tax ,etc…) the consultant was not suppose to claim any other taxes separately)

@ Modify the Items as appropriate for the Consultancy Assignment.

Consultant

Executive Engineer,

]

4C. BREAKDOWN OF COSTS (Rs.)

I. REMUNERATION FOR STAFF

Sl. No.	Position	Name	Rate* (Rs.)	SM	Amount (Rs.)
	Key Professional Staff				
1.					
2.					
3.					
4.					
5.					
6.					
	Sub Total				
	Sub Key Professional Staff				
1.					
2.					
3.					
4.					
5.					
	Sub Total				
	Total				

SM – Staff Month

II. REMUNERATION FOR SUPPORT STAFF

Sl. No.	Position	Name	Rate* (Rs.)	SM	Amount (Rs.)
1. 2. 3. 4.					
				Total	

SM – Staff Month

* Provide the Break up of the Rates to show the Basic Salary, Social Costs and Overhead.

III. **Transportation (Reimbursable) #** Total:

IV. **Duty Travel to Site (Reimbursable) #** Total:

V. **Office Rent (Reimbursable) #** Total:

Prepare Details as Appropriate for the Consultancy Assignment.

VI. Office Supplies, Utilities and Communication (Reimbursable)

Sl. No.	Item*	Months	Monthly Rate (Rs.)	Amount (Rs.)
1. 2. 3. 4.				

Total ----------

* Prepare Details as Appropriate for the Consultancy Assignment.

VII. Office Furniture and Equipment (Reimbursable)

Sl. No.	Description*	Unit	Quantity	Rate (Rs.)	Amount (Rs.)
	Office Furniture (Purchase)				
1. 2. 3. 4. 5. 6.					
	Office Equipment (Purchase)				
1. 2. 3. 4. 5. 6.					
				Total	

* Prepare Details as Appropriate for the Consultancy Assignment.

VIII. Reports and Document Printing

Sl. No.	Description*	Number	No. of Copies	Rate per Copy (Rs.)	Amount (Rs.)
1. 2. 3. 4. 5.					
				Total	

IX. Topographical Surveys (if any)*

* Prepare Details as Appropriate for the Consultancy Assignment.

X. QC Lab Testing charges

Sl. No.	Description*	Number	No. of test samples/ reports	Rate per sample/test (Rs.)	Amount (Rs.)
1. 2. 3. 4. 5.					
				Total	

Consultant

Executive Engineer,

]

SECTION 5

TERMS OF REFERENCE (TOR)

Background

Bruhat Bangalore Mahanagara Palike (BBMP) proposed for Providing Consultancy Services for Construction, supervision, project management , Certification and checking of bills, photos before after and middle, preparation of design and construction detailed drawing and testing of construction materials used by contractor and steel physical test and casting of cubes in site and testing the same in lab and submission of test reports as per MORTH Slab in a well established Own testing lab and submission of monthly progress report. Monitoring the progress of work as per Schedule, other works as instructed by the Concerned Engineers

Providing Project Management Consultancy Services for Construction of RCC Retaining wall for the SWD DH311 near NTFF circle in ward no.41 of Dasarahalli Zone

Objectives

The main Objectives of this Assignment are

a. To conducting geo-technical investigation at the time of execution of work and to carry out Designs for the works as per site conditions and submitting construction Drawings for the work to carry out the work by Agency. And confirm the design results adopted in estimate if any deviation consultant should correct and re-submit the construction drawing along with revised design before starting project and after receiving work order for PMC services.

b. To monitor Physical Progress of the Works to be completed in Scheduled Time Frame. taking Pre-post level before excavation and after excavation. for calculation of earthwork qty through total station.

c. To be responsible for Quality Assurance both for Materials and Workmanship and day – to – day Supervision of each Activity at appropriate Stage of Construction.

d. To deploy the Professional and Subordinates as per the Need of Assignment like checking proper slopes for drain along with required instrument for day – to – day Supervision of the Work at site. And writing a site register at all working site for note down and follow up of instruction issued by Dept Engineers and writing all day to day activities at site.

e. To monitor the Work by adopting Scientific Principles of Construction Management, Quality Management, Cost and Time Control, Safety Measures and achieve Satisfactory Completion of the Project with respect to Cost, Time and Quality.

f. To highlight Lacunae, if any, and also suggest Steps / Solutions for the same so that to achieve the Overall Target of Quality Assurance.

g. Carry out Testing (both Field and Laboratory) of Materials/ Elements / Products used in Construction Work for Quality Assurance and submission of Quality test results reports as per Relevant IRC, MoRT&H and BIS Specifications.

h. To conduct and ensure that Minimum Frequency of Tests is conducted by the Construction Agency as per the Norms stipulated in IRC, MoRT&H and BIS Specifications.

i. To obtain Independent and Objective Assessment of the Technical Quality of all Construction Works to be completed and to assure that the Works are constructed with Construction Materials as per Standards and Norms.

j. To verify the Methodology, Workmanship and Quality of various Materials / Elements / Product of the Works.

k. To point out if there are any Discrepancies / Errors / Omissions and give Suggestions and Remedial Measures within the Codal Provision.

l. Successful bidder should have to take Photos along with daily newspaper before starting, during and after. And photos with geo tag and should submit those to BBMP.

m. Successful bidder should have to take camera Videos before starting, during and after. and should submit those to BBMP.

n. Successful bidder should have to prepare trip sheets for vehicles to the dump yard.

o., Successful bidder should have to take pre and post levels of drains before and after desilting,/earthwork, Dumping quarry, and Heap measurements.and should record lorry trips at the time of transportation.

p. Successful bidder to assist for local mahajar before and after work.

q. Certify the quantity of work executed and bill submitted by agency.

r. **Collecting & testing of construction materials used by contractor and steel physical test**

and casting of cubes in site and testing the same in a well established Own

testing lab in presence of engineer in charge of work and submission of test reports as per IRC, MoRT&H and BIS Specifications. and Slab

Broad Scope of Work of Project Management Consultant

The Consultant's Scope of Services shall consist of the following.

Project Management Stage

a. The Project Management Consultant shall perform all the Duties, Liabilities, Functions and Obligations as laid down with Reasonable Skill, Care and Diligence and also ensure that the Works are executed at Site strictly as per the Approval granted by the Employer / Govt. of Karnataka / concerned Local Authorities and as per the Terms and Conditions of the Contract Agreement entered between the Employer and the Respective Contractors, within the given Time Frame and Budget Provisions.

b. The Project Management Consultant will be required, during the Construction Phase to provide the Field Supervision and sufficient Technical Assistance (Staff) to keep check on Quality Control of the Work at Site on daily basis. For this purpose, the Project Management Consultant shall have to post their Engineer – in – Charge at the Site of Work and provide the agreed necessary and adequate Technical Staff for Supervision and exercising Adequate and Constant Day to Day Technical Supervision over the Construction including giving Layout and Alignment, its Checking, Checking Requirements of Materials and Equipment and their Procurement in time, conforming to Approved Specifications and Accepte Standards.

c. Shall submit Fortnightly and Monthly Progress Report as per the Directions of the Employer including maintenance of necessary Site Records, containing Data in support of the same, carrying out Field Tests on Materials, Structures, etc. and obtaining necessary Approvals thereon and maintaining Adequate Records thereof and Certifying the Bills for Payment to the Contractors including Recommendation of Extension Applications, Extra Items , the Employer.

d. Cropping up of Extra Items / Substituted Items and Deviations shall strictly be avoided. Justification However, in Unavoidable Circumstances, necessary Statement duly supported by the and Analysis of Rates for Extra Items / Substituted Items, Deviation shall be submitted by the Project Management Consultant as per the BBMP Forms or any other Formats approved by the Employer along with Consultant’s Recommendations for Extra / Substituted Items. The Project Management Consultant shall ensure that the Case is put up for the Approval of Employer early enough so that in no case Construction Work shall shall be obtained by the Project Management Consultant.

e. The Scope under this Phase of the Assignment shall include, inter alias, the following.

Consultant

Executive Engineer,

]

Complete Day to Day Supervision of the construction Providing Consultancy Services for Construction, supervision, project management , supervision of transportation of Earth to the designated place and other works as instructed by the Concerned Engineers for the work of Providing Consultancy Services for Construction

supervision, project management, Services including Proof Checking, Construction Supervision and Quality Control for the work of Improvements to Storm Water Drain and other infrastructure, taking pre level post level and preparation of Level Drawing and certification of Bill taking photos before after and middle, using Geo stamp picture and mixing the before and After videos and Preparing PPT of work and preparation of design constructional drawings, checking verify and Certification of work bill submitted by contractor, preparation of work slip, EIRL .Rate Analysis, Modified Estimate and other works as instructed by the Concerned Engineers for the work of

The Consultant shall perform the principal services outlined below as a part of responsibility for the supervision of the works. They shall provide the qualified professional staff with relevant experience to carry out the assignment The Services will include but not be limited to the following:

a) Represent the interest of the BBMP vis-à-vis the Contractor in any manner related to the construction contract and the proper execution thereof.

b) Furnish for the use of the Contractor all necessary topographic survey data as required for setting out of all permanent and temporary works.

c) Review and recommend for approval the Contractor's work schedule or revisions thereto and any such plans or programmes that the Contractor is obliged to furnish for approval. The Consultant shall also prepare and submit a disbursement schedule for approval.

d) Assess the adequacy of all inputs such as materials and labours provided by the Contractor and his methods of work in relation to the required rate of progress and when required, take appropriate action in order to expedite progress. Keep and regularly update a list of the Contractor's equipment (and its condition) to ensure compliance with the Contractor's commitment in his bid.

e) Inspect and evaluate all Contractor's installations, shops and warehouses and other accommodation to ensure compliance with the terms and conditions of contract

f) Examine and make recommendations on all claims from the Contractor for extension of time, extra compensation, work or expenses or other similar matters.

g) Compute quantities of approved and accepted work and materials and check, certify and make recommendations on the Contractor's Running Bills and final payment certificates. All payments shall be checked and countersigned by the Consultant. All Bills for payment shall accompany with necessary Quality control test reports as per section 500 of MORT&H and other relevant codes.

h) Prepare and submit weekly/monthly reports on the progress of works, the Contractor's performance, quality of works and the project's financial status and forecasts.

i) Propose and present for the approval any changes in the Contract Documents that may be deemed necessary for the completion of works including information on any effect the changes may have on the contract

amount and the time of completion of the project, and prepare all specifications and other details.

j) Provide legal advice on possible Contractor's claims.

k) Inform on problems or potential problems, which arise in connection with the works contract and make recommendations for possible solutions.

Maintain representatives at the site in such manner that one contractor is working in the package.

m) Provide timely assistance and direction to the Contractor in all matters related to the interpretation of the Contract Documents, ground survey controls, quality control testing and other matters related to contract compliance and progress of the project.

n) Prepare and maintain inspection and engineering reports and records to adequately document the progress and performance of the works.

o) Review and approve the Contractor’s working drawings, and drawings for temporary works.

p) Perform all survey measurements of completed or partial works where required for the determination of quantities.

q) Assure the receipts of, and maintain as permanent records, all warrants be prepared for all works by the contractor.

r) Organise and operate a materials laboratory on the basis of the provisions the work contract and perform all laboratory and field testing of materials and products needed to assure that the quality as specified in the contract documents is attained

s) Inspect the safety aspects of the construction and temporary works to ensure that reasonable measures have been taken to protect life and property.

t) Before the issuance of the certificate of provisional acceptance, the Consultant shall carry out the necessary inspection, specify and supervise any remedial works to be carried out and recommend upon completion the inspection with representatives of the Contracting Authority and assist in issuing the certificate of substantial completion.

u) Submit after review, to the Client one complete set of reproducible, revised by the Contractor or otherwise patently visible.

v) Perform all other tasks not specifically mentioned above but which are necessary, and essential to successfully supervise and control all construction activities in accordance with the terms of reference of the contract.

w) Render services as project management consultant also to plan and for timely completion the project. The consultant shall examine the actual progress achieved vis-à-vis, the accepted programme on regular basis. If any shortfall is noticed, the consultant shall study the reasons for such shortfall with specific reference to the inadequacies in deployment of men, material and machinery at the site. The consultant shall bring to the notice of the contractor to provide adequate men, material and machinery that are

absolutely essential to wipe off the accumulated shortfall over a reasonable time frame and also to prevent such occurrences of shortfall in future.

x) Provide BBMP with all details of progress achieved vis-à-vis, the accepted programme on regular basis. If there are repeated slippages between the actual progress and programme not withstanding the action taken by the consultant as stipulated in clause 7.1(sl), the consultant shall report to BBMP with all the facts and figures including reasons for such repeated slippages in progress. The consultant shall assist BBMP in issuing notices to the contractor for wiping off the accumulated shortfall within a reasonable time frame. The consultant shall also work out the penalties impossible as per the agreement and intimate to BBMP for taking necessary action.

y) To submit the test report conducted on construction materials and at site during execution of the work and after completion of the work like field test of concrete at Batching Plant and at site to ascertain strength of concrete compactness of concrete and steel reinforcements and other tests required for concrete and steel as per IS.

Ensuring Quality Control in accordance with the Tender Stipulations, Specifications, Drawings and Site Conditions. The Quality Control shall be exercised at all Stages of Construction, viz., Approval of Materials, Inspection of Equipment, Usage thereof in proper Proportions and Workmanship at all Stages of Execution of each Items of Work.

i. Ensure Proper Establishment of Field Laboratories / Quality Control Equipments on Site to conduct Tests on Materials / Mixes being used for Construction such as Cement, Steel, Bricks, Mortars, Concrete, etc. Essential Gauges, Instruments, etc. shall be got calibrated periodically.

The Project Management Consultant shall maintain necessary Site Records and obtain Data in support of the same. The Consultant shall carry out Field and Laboratory Tests on Materials of Construction and on completely Erected Structures etc. and maintain Adequate Records thereof.

i. Suggesting Modifications, if any, due to the Site Conditions and submit the Recommendations along with Cost Variations on account of the same to the Employer for approval.
ii. Ensure Regular and Timely Flow of Approved Working Drawings / Instructions so that to complete the Works without any Delay on account of the same.
iii. Verification and recommendation for Payment by the Employer of Contractor's Periodic or Stage wise Bills for the Work done and Material / Plant Advance, keeping Record of Joint Measurement of Work and Certification of the Bills that the Work is in accordance with the Design, Quality, etc. and maintain necessary Site Computerized Measurement Records and other Site Records, which shall be made available to the Employer for Verifications / Authentication if required by the Employer.
iv. Monitoring Progress by using Modern Methods of Control such as Computerized PERT / CPM, Submission of Progress Reports of Work executed monthly. Reports for both Financial and Physical Progress with reference to Prefixed Targets shall be prepared. Constant Review of Progress within present time and Cost Parameters shall be done. The Consultant shall have to suggest Improvements from time to time. The Consultant shall inform the Employer about the Progress of the Project vis – a – vis PERT / CPM Controls on fortnightly basis.
v. Complete Administration and Management of Contract till Expiry of the Contract Period of Construction Agency.
vi. Coordination with other Contracting Agencies, the Agencies like Railways, KPWD, NHAI, Traffic Police, BDA, BESCOM, BSNL, BWSSB, BMRCL, KPCL, BBMP and any other Local Authorities, etc. which may be expected to be working in the same area.
vii. The Project Management Consultant shall be responsible for assessing, verifying and sending Replies to the Day to Day Issues raised by the Contractor during the

Execution of Work or after Completion of the Work. However, in case of any Claims with Financial Implication, Approval of the Employer shall be obtained. Nothing Extra shall be paid to the Consultant for such Works. The Consultant shall work as Conciliator in the Event of

any Dispute arising between the Parties before the Matter goes to Legal Forum. The Consultant shall deal with all Arbitration / Litigation Cases either with Arbitrator or with any other Court of Law during the Contract Period as defined in the Agreement till its Conclusion.

viii. Rendering generally as Project Management Consultant, all Technical Services / Guidance/ Advice as may in any way relate to or arise out of the Construction of the said Work as have been entrusted to the Project Management Consultant by the Employer.

ix. The Project Management Consultant shall collect and deliver to the Employer any specific Written Warranties or Guarantees given by others, including all required Trade Contractor Guarantees and Warranties.

x. The Project Management Consultant shall prepare a Realistic Cash Flow / Expenses on Budget Head for the Project on available Information and update the same as required on a regular basis to reflect the Current Status.

xi. In case certain Additional Works are required to be carried out for obtaining Approval of the Statutory Bodies or to make the Completed Works / Areas Operational, Project Manager, on obtaining the approval from the Employer shall complete the same before handing over the said Completed Works to the Employer or to its Appointed Maintenance Agency or to Allottee / Occupant authorized by the Employer.

xii. The Project Management Consultant shall keep the Employer apprised of any Delays, keep a Hindrance Register indicating all Details of all such Delays which will also be furnished with Recommendations for Approval of the Employer for grant of Extension of Time by the Employer to Contractors.

xv. Advice and assistance in utility shifting/land acquisition/traffic diversion etc.,

Completion Stage and Handing over Stage

a. Obtain and submit all the Records from the Contractor and the Records of any Changes made in the Works during the Progress of Works and submit required number of Completion Reports and Completion Drawings for the Project, prepared by the Contractor / Consultant incorporating all such Changes, duly authenticated as required for obtaining “Completion / Occupancy Certificate” from Statutory Authorities, wherever required.

b. Obtain Certification from Consultant / Contractor and submit "As Built Drawings" prepared by the Contractor at an Appropriate Scale indicating the Details of quantity of silts in the drain duly authenticating and supply six (6) copies of As Built / Completion Drawings to the Employer.

c. Obtain from the Contractor and submit two (2) soft copies of the Complete Set of Drawings / Documents and two (2) copies of Drawings on Reproducible Paper for the Works executed to the Employer.

d. Verification of Work on its completion and issuing Completion Certificates (Virtual as well as Actual) for the Completed Works so that to enable the Employer to record Completion of the Works.

e. Verification by taking and recording Joint Measurements of the Final Bill to be submitted by the Contractor, process, certify and recommend as per the Terms and Conditions of the Contract Agreement for Release of Final Payment by the Employer and attend to the Observations / Queries raised while processing the same for Payments by the Employer.

f. The Project Management Consultant shall also submit necessary Information as required by the Employer for Finalization of Accounts and commit to continue till the Accounts are finalized at agreed upon Terms.

g. The Project Management Consultant shall maintain Complete Documentation and render all Technical Services as may in any way relate to or arise out of the Construction of the said Work as have been entrusted to the Project Management Consultant by the Employer. The Project Management Consultant shall furnish the Drawings and Details required for obtaining Statutory Approval / Approvals of the Employer or the Maintenance Agency appointed by the Employer for the said purpose, with respect to the Completed Works.

h. The Completed Works shall be handed over by the Project Management Consultant

along with the Necessary Documentation in Pre Determined Phases to the Employer or the

Appointed Agency or any Allottee / Occupant authorized by the Employer. The Consultant shall also promptly attend to any Defects / Deficiency noticed in the Completed Works within the Scope of Work of Execution by the said taking over Agency without demur.

i. Submit "Maintenance Manual" furnished by the Contractor / Vendor for the Infrastructure and Road Furniture built.

j. The Employer might deploy Third Party Consultant for Proof Checking of the Structure. The Project Management Consultant shall abide by the Instructions / Suggestions given by the Third Party Consultant for the successful completion of the Project.

Reports and Time Schedule

Reports

The Consultant shall submit the Reports both in Hard and Soft Copies in English and in MS WORD / MS EXCEL Format and presented on Metric A4 Size Paper. Each of the Reports shall be presented to KPWD as an Audio Visual Presentation as and when requested.

The Various Outputs required from the Work carried out as stated in the Scope of Services are as follows.

Sl. No.	Description	Submission in Time from the Commencement of Services	No. of Copies
1.	Inception Report covering Approach and Methodology	20th day from the Start Date	2
2.	Monthly Progress Report along with quantity of works executed (measurement sheets) and along with Material Test report of his laboratory.	5th day of the every month	2
3.	Completion Report and Maintenance Manual	30 days after Completion of the Works (Provisional Acceptance)	2
4.	As Built Drawings furnished by the Contractor Before and After PPT and Photographs	45 days after Completion of the Works (Provisional Acceptance)	2

Key Staff Requirement

It is expected that the Consultant's Team consists of the following Key Staff.

- Team Leader cum Planning Engineer / Residential Engineer – 1 No.
- Quality Control Engineer – 2 No.
- Site Engineer – 6 No

These Key Persons shall adequately be supported by the following Staffs based at Consultant's Office.

- Project Coordinator – 1 No.
- Structural Engineer – 1 No.
- AUTOCAD Drafting Personal – 2 Nos.

Contract schedule

The consultancy services for Project Management Consultant up to completion of contract Period of Construction Agency.

Reviews

The **Executive engineer, Storm water Drain** -Dasarahalli Zone, BBMP shall make Periodic Reviews of the Progress of the Work but there are a number of Key Outputs, which will condition the Continuing Work. The Consultant shall also produce Working Papers on Important Issues as required by **Executive engineer, Storm water Drain** - Dasarahalli Zone , BBMP.

Study Administration

The **Executive engineer, Storm water Drain** -Dasarahalli Zone, BBMP shall function as a Study Contract Coordinator to oversee the Study and provide a Principal Point of Contact on behalf of the Bruhat Bangalore Mahanagara Palike

SECTION 6

CONTRACT FOR CONSULTANT'S SERVICES

Between

Executive Engineer
Storm water Drain Dasarahalli Zone, BBMP

and

[Name of Consultants]

Date:

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I. FORM OF CONTRACT

This CONTRACT (hereinafter called the "Contract") is made on the __day of the month of _____, 20__, between, on the one hand,___(hereinafter called the "Employer") and, on the other hand,_____(hereinafter called the "Consultants").

WHEREAS

a. The Employer has requested Consultant to provide certain Consulting Services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services").
b. The Consultant, having represented to the Employer that they have the required Professional Skills, and Personnel and Technical Resources, have agreed to provide the Services on the Terms and Conditions set forth in this Contract.

NOW THEREFORE the Parties hereto hereby agree as follows:

1. The following Documents attached hereto shall be deemed to form an Integral Part of this Contract.
   a. The General Conditions of Contract (hereinafter called "GC");
   b. The Special Conditions of contract (hereinafter called "SC");
   c. The following Appendices:
      Appendix A: Description of the
      Services Appendix B: Reporting
      Requirements
      Appendix C: Key Personnel and Sub consultants
      Appendix D: Services and Facilities to be provided by the
      Employer Appendix E: Breakdown of Contract Price
      Appendix F: Form of Bank Guarantee for Performance security
      Appendix H: Form of Bank Guarantee for Advance Payments

[*Note: If any of these Appendices are not used, the words* "Not Used" *should be inserted below next to the title of the Appendix on the Sheet attached hereto carrying the title of that Appendix.*]

2. The Mutual Rights and Obligations of the Employer and the Consultant shall be as set forth in the Contract, in particular:

   a. The Consultant shall carry out the Services in accordance with the Provisions of the Contract; and
   b. The Employer shall make Payments to the Consultant in accordance with the Provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be singed in their Respective Names as of the day and year first above written.

FOR AND ON BEHALF OF [NAME OF EMPLOYER]

By

(Authorized Representative)

FOR AND ON BEHALF OF [NAME OF CONSULTANT]

By

(Authorized Representative)

GENERAL PROVISIONS

Definitions

Unless the Context otherwise requires, the following Terms whenever used in this Contract have the following meanings:

a. "Applicable Law" means the Laws and any other Instruments having the Force of Law in India, as they may be issued and in force from time to time.
b. "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached, together with all the Documents listed in Clause 1 of such signed Contract.
c. "Effective Date" means the Date on which this Contract comes into Force and Effect pursuant to Clause 2.1 of GC.
d. "Contract Price" means the Price to be paid for the Performance of the Services, in accordance with Clause 6 of GC.
e. "GC" means the General Conditions of Contract.
f. "Government" means the Government of Karnataka.
g. "Local Currency" means Indian Rupees.
h. "Member", in case the Consultant consists of a Joint Venture of more than one Entity, means any of these Entities, and "Members" means all of these Entities; 'Member in Charge' means the Entity specified in the SC to act on their behalf in exercising all the Consultant's Right and Obligations towards the Employer under this Contract.
i. "Party" means the Employer or the Consultant, as the case may be, and Parties means both of them.
j. "Personnel" means Persons hired by the Consultant or by any Sub Consultant as Employees and assigned to the Performance of the Services or any part thereof; and 'Key Personnel' means the Personnel referred to in Clause 4.2 (a) of GC.
k. "SC" means the Special Conditions of Contract by which these General Conditions of Contact may be amended or supplemented.
l. "Services" means the Work to be performed by the Consultants pursuant to this Contract as described in Appendix A.
m. "Sub Consultant" means any Entity to which the Consultant subcontracts any Part of the Services in accordance with the provisions of Clauses 3.5 and 4.
n. 'Third party" means any Person or Entity other than the Government, the Employer, the Consultant, or a Sub Consultant.

Law Governing the Contract

This Contract, its Meaning and Interpretation, and the Relation between the Parties shall be governed by the Applicable Law.

Language

This Contract has been executed in English Language, which shall be the Binding and Controlling Language for all Matters relating to the Meaning or Interpretation of the Contract.

Notices

Any Notice, Request or Consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or fax to such Party at the address specified in the SC.

Location

The Services shall be performed at such Locations as are specified in Appendix A and when the Location of a Particular Task is not specified, the Employer may approve such Locations whether in Karnataka or elsewhere.

Authorized Representatives

Any Action required or permitted to be taken, any Document required or permitted to be executed, under this Contract by the Employer or the Consultant may be taken or executed by the Officials specified in the SC.

Taxes and Duties

The Consultant, Sub consultant and their Personnel shall pay such Taxes, Duties, Fees and other Impositions as may be levied under the Applicable Law, the Amount of which is deemed to have been included in the Contract Price.

Commencement, Completion, Modification and Termination of Contract

Effectiveness of Contract

This Contract shall come into Effect either on the Date when the Contract is signed by both the Parties or on such other Date as may be stated in the SC.

Commencement of Services

The Consultant shall begin carrying out the Services within seven (7) days after the Date the Contract becomes Effective, or at such other Date as may be specified in the SC.

Expiration of Contract

Unless terminated earlier pursuant to Clause 2.7, this Contract shall terminate at the end of such time period after the Effective Date as is specified in the SC.

Modification

Modification of the Terms and Conditions of this Contract may include Modification of the Scope of the Services or of the Contract Price, may only be made by Written Agreement between the Parties.

Force Majeure

Definition

For the purposes of this Contract, “Force Majeure” means an Event which is beyond the Reasonable Control of a Party, and which makes a Party’s Performance of its Obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

No Breach of Contract

The Failure of a Party to fulfill any of its Obligations under the Contract shall not be considered to be a Breach of, or Default under this Contract so far as such Inability arises from an Event of Force Majeure, provided that the Party affected by such an event (a) has taken all Reasonable Precautions, Due Care and Reasonable Alternative Measures in order to carry out the Terms and Conditions of this Contract, and (b) has informed the other Party as soon as possible about the Occurrence of such an Event.

Extension of Time

Any Period, within which a Party shall, pursuant to this Contract, complete any Action or Task, shall be extended for a Period equal to the time during which such Party was unable to perform such Action as a Result of Force Majeure.

Payments

During the Period of their Inability to Perform the Services as a Result of an Event of Force Majeure, the Consultant shall be entitled to continue to be paid under the Terms of this Contract, as well as to be reimbursed for Additional Costs reasonably and necessarily incurred by him during such period for the purposes of the Services and in reactivating the Service after the end of such period.

Suspension

The Employer may by Written Notice of Suspension to the Consultants, suspend all Payments to the Consultant hereunder if the Consultant fail to perform any of his Obligations under this Contract, including the carrying out of the Services, provided that such Notice of Suspension (i) shall specify the Nature of the Failure, and (ii) shall request the Consultant to remedy such Failure within a period not exceeding thirty (30) days after receipt by the Consultant of such Notice of Suspension.

Termination

By the Employer

The Employer may terminate this Contract, by not less than thirty (30) days' Written Notice of Termination to the Consultants, to be given after the Occurrence of any of the Events specified in Paragraphs (a) through (d) of this Clause 2.7.1 and sixty (60) days in the case of the Event referred to in (e).

a. If the Consultant does not remedy a Failure in the Performance of his Obligations under the Contract, within thirty (30) days of receipt after being notified or within such further period as the Employer may have subsequently approved in writing.
b. If the Consultant (or any of their Members) becomes insolvent or bankrupt.
c. If, as the result of Force Majeure, the Consultant is unable to perform a Material Portion of the Services for a period of not less than sixty (60) days ; or
d. If the Consultant, in the Judgment of the Employer has engaged in Corrupt or Fraudulent Practices in competing for or in executing the Contract.

For the purpose of this Clause

i. "Corrupt Practice" means the Offering, Giving, Receiving or Soliciting of anything of value to
influence the Action of a Public official in the selection process or in contract execution.

ii. "Fraudulent Practice" means a Misrepresentation of Facts in order to influence a Selection Process or the Execution of a Contract to the detriment of the Employer, and includes Collusive Practice among Consultants (prior to or after Submission of Proposals) designed to establish Prices at Artificial, Non Competitive Levels and to deprive the Employer of the Benefits of Free and Open Competition.

e. If the Employer, in its sole discretion and for any Reason whatsoever, decides to terminate this Contract.

By the Consultant

The Consultant may terminate this Contract, by not less than thirty (30) days' Written Notice to the Employer, such Notice to be given after the Occurrence of any of the Events specified in Paragraphs (a) through (c) of this Clauses 2.7.2.

a. If the Employer fails to pay any monies due to the Consultant pursuant to this Contract and not subject to Dispute pursuant to Clause 7.0 hereof within forty five (45) days after receiving Written Notice from the Consultant that such Payment is overdue.
b. If the Employer is in Material Breach of its Obligations pursuant to this Contract and has not remedied the same with in forty five (45) days (or such longer period as the Consultant may have subsequently approved in Writing) following the Receipt by the Employer of the Consultant's Notice specifying such Breach.
c. If, as the Result of Force Majeure, the Consultant is unable to perform a Material Portion of the Services for a Period of not less than sixty (60 days.

Cessation of Rights and Obligations

Upon Termination of this Contract pursuant to Clause 2.7, or upon expiration of this Contract pursuant to Clause GC 2.3, all Rights and Obligations of the Parties hereunder shall cease except

i. Such Rights and Obligations as may have occurred on the Date of Termination or Expiration.
ii. The Obligation of Confidentiality set forth in Clause GC 3.3 hereof.

iii. Any Right which a Party may have under the Applicable Law.

Cessation of Services

Upon Termination of this Contract by Notice of either Party to the other pursuant to Clause GC 2.7.1 or GC 2.7.2 hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all Necessary Steps to bring the Services to a close in a prompt and orderly manner and shall make every Reasonable Effort to keep Expenditures for this purpose to a minimum. With respect to Documents prepared by the Consultant and Equipment and Materials furnished by the Employer, the Consultant shall proceed as provided, respectively, by Clauses GC 3.7 and GC 3.8.

Payment upon Termination

Upon Termination of this Contract pursuant to Clauses 2.7.1 and 2.7.2, the Employer shall make the following payments to the Consultant.

a. Remuneration pursuant to Clause 6.0 for Services satisfactorily performed prior to the Effective Date of Termination.
b. Except in the case of Termination pursuant to paragraphs (a) and (b) of Clause 2.7.1, Reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

Obligations of the Consultant

General

The Consultant shall perform the Services and carry out his Obligations hereunder with all due Diligence, Efficiency and Economy, in accordance with generally accepted Professional Techniques and Practices, and shall observe Sound Management Practices, and employ Appropriate Advanced Technology and Safe Methods. The Consultant shall always act, in respect of any Matter relating to this Contract or to the Services, as Faithful Advisers to the Employer, and shall at all times support and safeguard the Employer's legitimate interests in any dealings with Sub Consultants or Third Parties.

Conflict of Interests

Consultant not to benefit from Commissions, Discounts, etc.

The Remuneration of the Consultant pursuant to Clause 6.0 shall constitute the Consultant's Sole Remuneration in connection with this Contract or the Services, and the Consultant shall not accept for his own benefit any Trade Commission, Discount or similar Payment in connection with Activities pursuant to this Contract or to the Services or in the Discharge of their Obligations under the Contract, and the Consultants shall use their best Efforts to ensure that the Personnel, any Sub Consultants, and Agents of either of them, similarly shall not receive any such Additional Remuneration.

Procurement Rules of Funding Agencies

If the Consultant, as part of the Services, have the Responsibility of advising the Employer on the Procurement of Goods, Works or Services, the Consultant shall comply with any Applicable Procurement Guidelines of the Funding Agencies and shall at all times exercise such Responsibility in the best interest of the Employer. Any Discounts or Commissions obtained by the Consultant in the exercise of such Procurement Responsibility shall be for the Account of the Employer.

Consultant and Affiliates not to engage in certain Activities

The Consultant agrees that, during the Term of this Contract and after its Termination, the Consultant and his Affiliates, as well as any Sub Consultant and any of its Affiliates, shall be disqualified from providing Goods, Works or Services (other than the Services and any Continuation thereof) for any Project resulting from or closely related to the Services.

Prohibition of Conflicting Activities

Neither the Consultant nor his Sub Consultants nor the Personnel shall engage, either directly or indirectly, in any of the following Activities.

a. During the Term of this Contract, any Business or Professional Activities in the Government's Country which would conflict with the Activities assigned to him under this Contract; or
b. After the Termination of this Contract, such other Activities as may be specified in the SC.

Confidentiality

The Consultant, his Sub Consultants, and the Personnel of either of them shall not, either during the Term or within two (2) years after the Expiration of this Contract, disclose any Proprietary or Confidential Information relating to the Project, the Services, this Contract, or the Employer's Business or Operations without the Prior Written Consent of the Employer.

Insurance to be taken out by the Consultant

The Consultants (a) shall take out and maintain, and shall cause any Sub Consultants to take out and maintain at their (or the Sub Consultant's, as the case may be) own cost but on terms and conditions approved by the Employer, Insurance against the Risks, and for the Coverage, as shall be specified in the SC; and (b) at the Employer's Request, shall provide evidence to the Employer showing that such Insurance has been taken out and maintained and that the current premiums have been paid.

Consultant's Actions requiring Employer's Prior Approval

The Consultant shall obtain the Employer's Prior approval in Writing before taking any of the following Actions.

a. Entering into a Subcontract for the Performance of any Part of the Services, it being understood (i) that the Selection of the Sub Consultant and the Terms and Conditions of the Subcontract shall have been approved in Writing by the Employer prior to the Execution of the Subcontract, and (ii) that the Consultant shall remain fully Liable for the Performance of the Services by the Sub Consultant and its Personnel pursuant to this Contract.
b. Appointing such Members of the Personnel not listed by name in Appendix C ("Key Personnel and Sub Consultants"), and
c. Any other Action that may be specified in the SC.

Reporting Obligations

The Consultant shall submit to the Employer the Reports and Documents specified in Appendix B in the Form, in the Numbers, and within the Periods set forth in the said Appendix.

Documents prepared by the Consultant to be the Property of the Employer

All Plans, Drawings, Specifications, Designs, Reports and other Documents and Software submitted by the Consultant in accordance with Clause 3.6 shall become and remain the Property of the Employer, and the Consultant shall, not later than upon Termination or Expiration of this Contract, deliver all such Documents and Software to the Employer, together with a Detailed Inventory thereof. The Consultant may retain a Copy of such Documents and Software. Restrictions about the future use of these Documents, if any, shall be specified in the SC.

Equipment and Materials furnished by the Employer

Equipment and Materials made available to the Consultant by the Employer or purchased by the Consultant with Funds provided by the Employer shall be the property of the Employer and shall be marked accordingly. Upon Termination or Expiration of this Contract, the Consultant shall make available to the Employer in accordance with the Employer's Instructions. While in possession of such Equipment and Materials, the Consultant, unless otherwise instructed by the Employer in writing, shall insure them at the Expense of the Employer in an amount equal to their Replacement Value.

Consultant's Personnel and Sub Consultants

Description of Personnel

The Titles, Agreed Job Descriptions, Minimum Qualifications and Estimated Periods of Engagement in carrying out of the Services of the Consultant's Key Personnel are described in Appendix C. The Key Personnel and Sub Consultants listed by Title as well as by Name in Appendix C are hereby approved by the Employer.

Removal and / or Replacement of Personnel

a. Except as the Employer may otherwise agree, no changes shall be made in the Key Personnel. If for any Reason beyond the Reasonable Control of the Consultant, it becomes necessary to replace any of the Key Personnel, the Consultant shall forthwith provide as a Replacement a Person of Equivalent or Better Qualifications.
b. If the Employer finds that any of the Personnel have (i) committed Serious Misconduct or has been charged with having committed a Criminal Action, or (ii) have Reasonable Cause to be dissatisfied with the Performance of any of the Personnel, then the Consultant shall, at the Employer's Written Request specifying the Grounds therefore, forthwith provide as a Replacement a person with Qualifications and Experience acceptable to the Employer.
c. The Consultant shall have no Claim for Additional Costs arising out of or incidental to any Removal and / or Replacement of Personnel.

Obligations of the Employer

Assistance and Exemptions

Unless otherwise specified in the SC, the Employer shall use its best efforts to ensure that the Government shall

a. Issue to Officials, Agents and Representatives of the Government all such Instructions as may be Necessary or Appropriate for the Prompt and Effective Implementation of the Services.
b. Assist the Consultant and the Personnel and any Sub consultants employed by the Consultants for the Services from any Requirement to register or obtain any Permit to practice their Profession or to establish themselves either individually or as a Corporate Entity according to the Applicable Law.
c. Provide to the Consultant, Sub Consultants and Personnel any such other Assistance as may be specified in the SC.

Services and Facilities

The Employer shall make available to the Consultant and its Personnel, for the Purposes of the Services and Free of any Charge, the Services, Facilities and Property described in Appendix D at the time and in the manner specified in said Appendix D, provided that if such Services, Facilities and Property shall not be made available to the Consultants as and when so specified, the Parties shall agree on (i) any Time Extension that it may be appropriate to grant to the Consultant for the Performance of the Services, (ii) the Manner in which the Consultant shall procure any such Services, Facilities and Property from other Sources, and (iii) the Additional Payments, if any, to be made to the Consultants as a result thereof.

Payment to the Consultant

Lump Sum Remuneration

The Consultant's Total Remuneration shall not exceed the Contract Price and shall be a Fixed Lump Sum including all Staff Costs, Sub Consultants' Costs, Printing, Communications, Travel, Accommodation, and the like, and all other Costs incurred by the Consultant in carrying out the Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in clause 6.2 if the Parties have agreed to Additional Payments in accordance with Clause 2.4.

Contract Price

The Contract Price is set forth in the SC.

Payment for Additional Services

For the Purpose of Determining the Remuneration due for Additional Services as may be agreed under Clause 2.4, a Breakdown of the Lump Sum Price is provided in Appendices D and E.

Terms and Conditions of Payment

Payment will be made to the Account of the Consultant and according to the Payment Schedule stated in the SC unless otherwise stated in the SC, the First Payment shall be made against the provision by the Consultant of a Bank Guarantee for the same amount, and shall be valid for the Period stated in the SC. Any other Payment shall be made after the Conditions listed in the SC for such Payment have been met, and the Consultant has submitted an Invoice to the Employer specifying the amount due.

Interest on Delayed Payments

Deleted.

Settlement of Disputes

Amicable Settlement

The Parties shall use their best efforts to settle amicably all Disputes arising out of or in connection with this Contract or its Interpretation.

Dispute Settlement

Any Dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after Receipt by one Party of the other Party’s request for such Amicable Settlement may be submitted by either party for Settlement in accordance with the Provisions specified in the SC.

GC Clause Reference

(h)] The Member in Charge is **Executive engineer, Storm water Drain** - Dasarahalli Zone, BBMP

1.4] The Addresses are:

Employer :

Attention : _____
Telex : _____
Fax : _____
E – mail : _____

Consultant : _____
_____
_____

Attention : _____
Telex : _____
Fax : _____
E – mail :_____

Notice shall be deemed to be effective as follows:

a. In the case of Personal Delivery or Registered Mail, on delivery.
b. In the case of Telex / E – mail, 24 hours following Confirmed Transmission.
c. In the case of Telegrams, 24 hours following Confirmed Transmission and
d. In the case of Facsimiles, 24 hours following Confirmed Transmission.

1.6] The Authorized Representatives

are: For the Employer:

For the Consultant:

1.7] The Consultant and its Personnel shall pay the Taxes, Duties, Fees, Levies and other Impositions levied under the Existing, Amended or Enacted Laws during the Life of this Contract and the Employer shall perform such Duties in regard to the Deduction of such Taxes as may be lawfully imposed.

However, the Consultancy Service Tax payable for this Consultancy Services shall be paid / reimbursed by the Employer separately as per the prevailing rate.

2.1] The Date on which this Contract shall come into Effect is: The Date of Agreement.

2.2] Commencement of Services shall be as mentioned in the GC.

2.3] Expiration of Contract shall be at the end of Defect Liability Period.

3.4] The Risks and the Coverages shall be:

1. Third Party Motor Vehicle Liability Insurance as required under Motor Vehicles Act, 1988, in respect of motor vehicles operated in India by

the Consultants or their Personnel or any Sub Consultants or their Personnel, for the period of Consultancy;

2. Third Party Liability Insurance, with a Minimum Coverage for Rs.2, 00, 000/- for the Period of Consultancy;

3. Employer's Liability and Workers' Compensation Insurance in respect of the Personnel of the Consultants and of any sub Consultant, in accordance with the Relevant Provisions of the Applicable Law, as well as, with respect to such Personnel, any such Life, Health, Accident, Travel or other Insurance as may be appropriate;

4. Professional Liability Insurance, with a Minimum Coverage equal to total Contract Value for this Consultancy; and

5. Insurance against Loss of or damage to (i) Equipment purchased in whole or in part with Funds provided under this Contract (ii) the Consultant's Property used in the Performance of the Services, and (iii) any Documents prepared by the Consultant in the Performance of the Services.

3.7] The Consultant shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Employer.

(c)] Deleted.

6.2] The Amount of Contract is Rs._____.

6.4] Payment Schedule

During the course of construction at site.	90% of Total fee will be paid on Pro-Rata basis in consistent with the value of work executed, certified or bill paid to the contractor	10.00% of contract price On Entering into Agreement. 20% of contract price on achieving 20% of Physical Progress at site. 20% of contract price on achieving 40% of Physical Progress at site. 20% of contract price on achieving 60% of Physical Progress at site. 20% of contract price on achieving 80% of Physical Progress at site.
10% of Contract Price:	On revised cost of entire project and Completion of work in all respect to the satisfaction of client and certified by engineer in charge and after completion of project within three month after issuing of completion report On Submission of Completion Report, Maintenance Manual and As Built Drawings. PPT. and Photographs	10% submission of completion Report

The Payment shall be made within 60 days of Receipt of the Invoice and within 90 days in the case of the Final Payment.

7.2] Disputes shall be settled by Arbitration in accordance with the following provisions. 7.2.1] Selection of Arbitrators

Each Dispute submitted by a Party to Arbitration shall be heard by a Sole Arbitrator or an Arbitration Panel composed of three Arbitrators, in accordance with the following provisions.

a. Where the Parties agree that the Dispute concerns a Technical Matter, they may agree to appoint a Sole Arbitrator or, failing Agreement on the identity of such Sole Arbitrator within thirty (30) days after Receipt by the other Party of the Proposal of a Name for such an Appointment by the Party who initiated the Proceedings, either Party may apply to the President, Institution of Engineers India, New Delhi; for a List of not fewer than five

Nominees and, on receipt of such list, the Parties shall alternately strike names there from, and the Last Remaining Nominee on the list shall be the Sole Arbitrator for the Matter in Dispute. If the Last Remaining Nominee has not been determined in this manner within sixty (60) days of the Date of the List, the President, Institution of Engineers India, New Delhi; shall appoint, upon the Request of either Party and from such List or otherwise, a Sole Arbitrator for the matter in dispute.

b. Where the Parties do not agree that the Dispute concerns a Technical Matter, the Employer and the Consultant shall each appoint one Arbitrator and these two Arbitrators shall jointly appoint a Third Arbitrator, who shall chair the Arbitration Panel. If the Arbitrators named by the Parties do not succeed in appointing a Third Arbitrator within thirty (30) days after the latter of the Two Arbitrators named by the Parties have been appointed, the Third Arbitrator shall, at the Request of either Party, be appointed by Secretary, the Indian Council of Arbitration, New Delhi.

c. If in a Dispute subject to Clause SC 7.2.1 (b), one Party fails to appoint its Arbitrator within thirty (30) days after the other Party has appointed its Arbitrator, the Party which has named an Arbitrator may apply to the Secretary, Indian Council of Arbitration, New Delhi, to appoint a Sole Arbitrator for the Matter in Dispute, and the Arbitrator appointed pursuant to such Application shall be the Sole Arbitrator for the Dispute.

Rules of Procedure

Arbitration Proceedings shall be conducted in accordance with the Procedure of the Arbitration and Conciliation act 1996, of India.

Substitute Arbitrators

If for any reason an Arbitrator is unable to perform his Function, a Substitute shall be appointed in the same manner as the Original Arbitrator.

Qualifications of Arbitrators

The Sole Arbitrator or the Third Arbitrator appointed pursuant to Paragraphs (a) through (c) of Clause 7.2.1 hereof shall be a nationally recognized Legal or Technical Expert with Extensive Experience in relation to the Matter in Dispute.

Miscellaneous

In any Arbitration Proceeding hereunder

(a) Proceedings shall, unless otherwise agreed by the Parties, be held in Bangalore.

(b) The Decision of the Sole Arbitrator or of a Majority of the Arbitrators (or of the Third Arbitrator if there is no such Majority) shall be Final and Binding and shall be enforceable in any Court of Competent Jurisdiction, and the Parties hereby waive any Objections to or Claims of Immunity in respect of such Enforcement.

7.3 Supplementary Clause:

The PMC shall supervise and monitor the Work of the Contractor as per the Schedule or Time Frame agreed upon by both Employer and Contractor. In respect of the Shortfall in Progress (reviewed every fortnight), assessed due to the Delay on Part of the Consultant, the Consultant shall be liable to pay as Penalty, which will compounded after every Fortnight Delay, an amount equal to one percent (1%) of the total Fee for every Fortnight Delay subject to a maximum of ten percent (10%) of the total Fee. The Details will be ascertained at Time of the Agreement.

Earnest Money Deposit :

Proposals must be accompanied by **Earnest Money Deposit (EMD) of as mentioned in table** per work which shall be paid online through KPPP Portal using any of the following **Payment Modes: Credit Card, Direct Debit, National Electronic Fund Transfer (NEFT), Over the Counter (OTC).**

The Tenderer shall furnish, as part of his tender, Earnest Money Deposit (EMD) in the amount as mentioned in IFT for this particular Work. This Earnest Money Deposit can be paid in the KPPP portal using any of the following modes.

- Credit Card.
- Direct Debit.
- National Electronic Fund Transfer (NEFT).
- Over the Counter (OTC).

NEFT Payment Procedure

If a Tenderer chooses to make Payment of EMD / Tender Processing Fee using Reserve Bank of India's (RBI) National Electronic Fund Transfer (NEFT) System, the Tenderer will need to log into KPPP System, access the Tender for which Bid is being created and then select the NEFT Option under the Payment Section and print the Challan shown in that Section. The Printed Challan will have the Unique Bid Reference Number, Account Details of Government of Karnataka and the Amount to be remitted. The Tenderer shall submit the Printed Challan to its Bank Branch (NEFT enabled) and request for an Account – to – Account Transfer, wherein the money will get transferred from the Tenderer's Bank Account to GOK's Bank Account. The Tenderer shall ensure that NEFT Transfer Instructions are executed and the Funds are wired to the Government of Karnataka's Principal Account before the Last Date for Bid Submission and preferably 24 hours before the Last Date for Bid Submission. If the Tenderer's Bank transfers / wires the money after the Last Date for Bid Submission, the Tenderer's Bid will be liable for rejection. Upon executing the Transfer, the Tenderer's Bank will provide a Reference Number generated by NEFT Software as Confirmation of Transfer, which has to be input by the Tenderer in the Payment Section of its Bid as Payment Confirmation before the Bid is submitted i.e. as a pre requisite for Bid Submission. The Account Number from which the Funds were transferred shall be input in the KPPP System as part of its Bid also.

OTC Payment Procedure

If a Tenderer chooses to make Payment of EMD / Tender Processing Fees Over The Counter (OTC) in any of the designated Axis Bank Branches listed in the KPPP Website (www.eproc.karnataka.gov.in), the Tenderer will need to log into KPPP System, access the Tender for which Bid is being created and then select the OTC Option under the Payment Section and print the Challan shown in that Section. The Printed Challan will have the Unique Bid Reference Number and the Amount to be remitted along with the Challan. The Tenderer can choose to make the Payment either in the form of Cash or in the form of Demand Draft. Cheque Payments will not be accepted. The Tenderer is requested to specifically inform the Bank Officer to input the Unique Bid Reference Number printed in the Challan in the Banking Software. Upon successful Receipt of the Payment, the Bank will provide a 16 Digit Reference Number acknowledging the Receipt of Payment. This 16 Digit Reference Number has to be input by the Tenderer in the Payment Section of its Bid as Payment Confirmation before the Bid is submitted
i.e. as a pre requisite for Bid Submission.

EMD Amount shall be submitted by the Tenderer taking into account of the following Conditions.

a. EMD will be accepted only in the form of Electronic Cash (and not through Demand Draft or Bank Guarantee) and will be maintained in the Government's Central Pooling Account at Axis Bank until the Work is awarded.
b. The entire EMD Amount for a Particular Tender shall be paid in a Single Transaction. The Tenderer's Bid will be evaluated only on Confirmation of Receipt of the Payment of EMD.

Any Tender not accompanied by an acceptable EMD and not secured and shall be rejected by the Employer as Non Responsive.

The Earnest Money Deposit of the Unsuccessful Tenderers will be returned within 30 days of the end of the Tender Validity Period.

The Earnest Money Deposit of the Successful Tenderer will be discharged only when the Tenderer has signed the Agreement and furnished the required Performance Security .

The Earnest Money Deposit may be forfeited

a. If the Tenderer withdraws the Tender after Tender Opening during the Period of Tender

Validity;

b. In the case of a successful Tenderer, if the Tenderer fails within the specified time limit to
   i. Sign the Agreement; or
   ii. Furnish the required Performance Security.

Performance Security

Within 20 days of receipt of the Letter of Acceptance, the Successful Tenderer shall deliver to the Employer

a Performance Security in any of the forms given below for an Amount equivalent to 5% of the Contract Price.

- Banker's Cheque / Demand Draft / Pay Order in favour of The Commissioner, BBMP, Bangalore payable at Bangalore or
- Bank Guarantee in the Form given in Appendix F
- Specified Small Saving Instruments pledged to The Commissioner, BBMP, Bangalore.

If the Security Deposit is provided by the Successful Tenderer in the form of a Bank Guarantee, it shall be issued either by a Nationalized / Scheduled Bank.

The Security Deposit if furnished in Demand Draft can, if requested, be converted to Interest Bearing Securities at the Cost of the Contractor.

The Security Deposit will be discharged only after the Completion of defect liability and Maintenance Period./ completion of work in full manner and after submission of contractor final bill .

APPENDICES

Appendix A: Description of the Services

[Give Detailed Descriptions of the Services to be provided, Dates for Completion of Various Tasks, Place of Performance for different Tasks, Specific Tasks to be approved by Employer, etc.]

Appendix B: Reporting Requirements

[List Format, Frequency, Contents of Reports and Number of Copies; Dates of Submission, etc. If no Reports are to be submitted, state here "Not Applicable"]

Appendix C: Key Personnel and Sub Consultants

[List hereunder:

C – 1 Titles [and Names, if already available], Detailed Job Descriptions and Minimum Qualifications, Experience of Key Personnel to be assigned to Work and Staff Months for each.

C – 2 List of Approved Sub Consultants [if already available]; same Information with respect to their Personnel as in C – 1 through C – 2.

Appendix D: Services and Facilities to be provided by the Employer

[List hereunder:

F – 1 Services, Facilities and Property to be made available to the Consultant by the Employer.

Appendix E: Breakdown of Contract Price in Indian Rupees

List here the Elements of Cost used to arrive at the Breakdown of the Lump Sum Price.

1. Monthly Rates for Local Personnel (Key Personnel and other Personnel).

2. Reimbursable Expenditures.

This appendix shall exclusively be used for determining remuneration for Additional Services.

Appendix F: FORMAT OF BANK GUARANTEE FOR PERFORMANCE SECURITY

To:_____[Name of Employer]
_____[Address of Employer]

WHEREAS _____ [Name and Address of Contractor] (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. _____dated_____to execute _____ [name of Contract and Brief Description of Works] (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized Bank for the sum specified therein as Security for compliance with his Obligations in Accordance with the Contract.

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee.

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, upto a total of Rs._____ [Amount of Guarantee][2] Rupees_____[in words] and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ [Amount of Guarantee][3] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the Terms of the Contract or of the Works to be performed there under or of any of the Contract Documents which may be made between you and the Contractor shall in any way release us from any Liability under this Guarantee, and we hereby waive Notice of any such Change, Addition or Modification.

This Guarantee shall be valid until 30 days from the Date of Expiry of the Maintenance Period of 36 months plus Claim Period of 6 months.

Signature and Seal of the Guarantor:
Name of Bank:
Address:
Date:

[2] An Amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract.

[3] An Amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract.

Appendix H: Form of Bank Guarantee for Advance Payments

(Reference SC Clause 6.4 of Contract)

(To be stamped in accordance with Applicable Stamp Act, if any)

Ref:_____ Bank Guarantee:_____Date:_____

Dear Sir,

In consideration of M/s._____(hereinafter referred as the "Employer", which expression shall, unless repugnant to the context or meaning thereof include it successors, administrators and assigns) having awarded to M/s. _____(hereinafter referred to as the "Consultant" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a contract by issue of Employer's Contract Agreement No. _____dated _____and the same having been unequivocally accepted by the Consultant, resulting in a Contract valued at _____for_____Contract (hereinafter called the "Contract")

and the Employer having agreed to make an advance payment to the Consultant for Performance of the above Contract amounting to___(in Words and Figures) as an Advance against Bank Guarantee to be furnished by the Consultant.

We _____ (Name of the Bank) having its Head Office at_____(hereinafter referred to as the Bank), which expression shall, unless repugnant to the context or meaning thereof, include its Successors, Administrators, Executors and Assigns) do hereby guarantee and undertake to pay the Employer immediately on demand any or, all monies payable by the Consultant to the extent of __as aforesaid at any time upto_____@ _____without any Demur, Reservation, Contest, Recourse or Protest and / or without any reference to the Consultant. Any such Demand made by the Employer on the Bank shall be conclusive and binding notwithstanding any difference between the Employer and the Consultant or any Dispute pending before any Court, Tribunal, Arbitrator or any other Authority. We agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Employer discharges this Guarantee.

The Employer shall have the fullest liberty without affecting in any way the Liability of the Bank under this Guarantee, from time to time to vary the Advance or to extend the Time for Performance of the Contract by the Consultant. The Employer shall have the fullest liberty without affecting this Guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Employer and to exercise the same at any time in any manner, and either to enforce or to forebear to enforce any covenants, contained or implied, in the Contract between the Employer and the Consultant any other course or remedy or security available to the Employer. The Bank shall not be relieved of its Obligations under these presents by any exercise by the Employer of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Employer or any other indulgence shown by the Employer or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving the Bank.

The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Consultant and notwithstanding any security or other guarantee that the Employer may have in relation to the Consultant's liabilities.

Notwithstanding anything contained herein above our Liability under this Guarantee is limited to _____ and it shall remain in force upto and including _____and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s _____

on whose behalf this Guarantee has been given.

Dated this _____day of _____ 20____ at_____

WITNESS

_____	_____
(Signature)	(Signature)
_____	_____
(Name)	(Name)
_____	_____
(Official Address)	Designation (with Bank stamp) Attorney as per Power of Attorney No._____Dated _____

Note: The Bank Guarantee shall be issued either by a Bank (Nationalized / Scheduled) located in India.